



Order under Section 77 Residential Tenancies Act, 2006

File Number: LTB-L-100092-25

In the matter of: 5, 1375 Leighland
BURLINGTON ON L7R4P4

Between: Courtney Burwell Landlord
Cameron Burwell

And

Xlya Shairel Tenant

Courtney Burwell and Cameron Burwell (the 'Landlord') applied for an order to terminate the tenancy and evict Xlya Shairel (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

A hearing was held to consider this application.

This application was heard by videoconference on January 2, 2026. The Landlords, and the Tenant represented by her father Idej Shairel, a non practicing paralegal, attended the hearing.

Determinations:

1. The Tenant's representative requested that the Landlord's application be dismissed because there is no signed N11 agreement to terminate the tenancy. The *Residential Tenancies Act* does not require a signed N11 to determine on a balance of probabilities that there is an agreement to terminate a tenancy. The request to dismiss that application without a hearing was denied.
2. The Tenant's representative also requested that the Landlord's application be dismissed because the Landlord did not serve the Tenant with a notice of hearing and the Tenant was unaware of the hearing until seven days prior. The Board's records show that the notices of hearings were sent to the parties on December 2, 2025, more than five weeks prior to the hearing. The request to dismiss for this reason was also denied.

3. Text messages dated September 22, 2025, show the Landlord informed the Tenant that if she wanted to move the Landlord would need 60 days notice and she should sign an N11. The Tenant responded "Sure, I can do that".
4. The Landlord wrote to the Tenant "Okay so since you have deposit down you will need to pay for Oct and then November is used with your deposit. What's your email to send over the N11".
5. The Tenant sent her email address and then sent her father's asking the Landlord to send it there.
6. The Landlord responded "Okay thanks I'll put move out date Dec 1st".
7. On September 23rd, the Landlord wrote "Hey were u able to get the papers?".
8. The Tenant responded "Yes sorry my dad will have to it you by the end of the day, he's been very busy, we agree to those terms :)".
9. The Tenant then wrote "no I am sending it sorry he wanted to read it before I signed, signing" "Just got home from school Sending now"
10. The Landlord's screen shot from September 25th shows an email from the Tenant's father with an attachment. A second screenshot shows that the attachment expired.
11. Further text messages and photographs of the unit refer to packing and moving things into storage. On October 19th the Tenant wrote that they were just moving some stuff into storage and having the place ready to show. The Tenant asked if someone was looking to move in and that she could be out by November 1 if that's the case.
12. The Landlord testified that she did view the signed N11 but did not get a copy because the link expired that following day.
13. The Tenant's father argued that there are Human Rights violations related to police attending the unit. The testimony reveals that that there were two occurrences in April and that the Landlord had no involvement. The Landlord had the tenants responsible for the disturbances evicted.
14. The third occurrence on November 18th led to the Landlord serving the Tenant with an N7 notice due to yelling and loud music. A landlord has a right to serve an eviction notice if a landlord believes a tenant has breached conditions set out in the Act. Serving a notice of termination would not be considered a Human Right violation.

15. The parties also agree that the last month rent deposit was used for the month of November and that no rent has been paid for December or January. Section 105(10) of the Act states that a landlord shall apply a rent deposit for the last rent period before the tenancy terminates. I find, based on the fact the Tenant agrees that the last month rent deposit was applied to November and that no rent has been paid since that time, that the last month rent deposit was applied to the last month of the tenancy.
16. Based on all the written evidence between the parties and the fact the Tenant applied the last month rent deposit to November, I find the Landlord and Tenant entered into an agreement to terminate the tenancy as of December 1, 2025.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and Tenant is terminated. The Tenant must move out of the rental unit on or before January 23, 2026.
2. If the unit is not vacated on or before January 23, 2026, then starting January 24, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after January 24, 2026.

January 12, 2026

Date Issued

Greg Joy

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on July 24, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.