



**Order under Section 77(8)
Residential Tenancies Act, 2006**

File Number: LTB-L-099364-25-SA

In the matter of: 2, 137 GOLFOVIEW AVE
TORONTO ON M4E2K6

Between: Christopher Campbell-Durufié Landlords
Carolina Delgado Chaves

And

Mathangi Ketheeswaran Tenant

Christopher Campbell-Durufié and Carolina Delgado Chaves (the 'Landlord') applied for an order to terminate the tenancy and evict Mathangi Ketheeswaran (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-099364-25, issued on December 3, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-099364-25.

The motion was heard by videoconference on January 7, 2026.

The Landlords and the Tenant attended the hearing.

Determinations:

1. The Landlords filed an L3 Application indicating that the Tenant served them notice that they intend to vacate the rental unit on November 30, 2025. The Board issued LTB-L-099364-25 on December 3, 2025, terminating the tenancy. The Tenant subsequently filed a motion alleging that the email they sent to the Landlord was done under duress.

Testimony of Mathangi Ketheeswaran

2. The Tenant has resided in the rental unit since November 2024. The Tenant began their testimony by confirming that they sent an email to the Landlords on October 30, 2025 indicating that they plan to vacate the rental unit on November 30, 2025.
3. On October 28, 2025, prior to sending the email, the Tenant stated that the Landlord, Carolina Chaves, approached her at the rental unit regarding rent arrears. The Landlord

began yelling, which caused the Tenant significant stress. It is noteworthy that as of October 24, 2025 the Tenant was already aware that an L1 Application had been scheduled for December 17, 2025.

4. The Tenant subsequently sent the October 30, 2025 email because she had arranged temporary accommodations with a friend in London, Ontario. However, after securing full-time employment beginning December 8, 2025, the Tenant was no longer able to reside with her friend.

Testimony of Christopher Campbell-Durufié

5. The Landlord denied any incident occurring on October 28, 2025 involving the Tenant. He testified that he spoke to the Tenant on the same date and was informed that she was intending on vacating the rental unit November 30, 2025. The Tenant subsequently sent the October 30, 2025 email confirming her intentions.

Testimony of Carolina Chaves

6. The Landlord testified that she arrived at the rental unit on October 28, 2025 at 1:20pm. She saw the Tenant holding bags and asked to speak to her. Prior to the Landlord's arrival there was a text message sent to the Tenant regarding rent. This text message was entered into evidence.
7. The Landlord agrees that the parties entered into a shouting match, but it was regarding rent and never got physical.
8. The Landlord has plans to use the rental unit for personal use and seeks vacant possession based on the October 30, 2025 text message.

Analysis

9. Section 47 of the *Residential Tenancies Act* (the Act) states:

47 A tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44.

10. The Tenant does not dispute sending a notice that complies with section 47 of the Act, rather they submit that they sent the October 30, 2025 under duress due to the interaction on October 28, 2025.
11. In *S.A. v. A.A.*, 2017 ONCA 293, the Ontario Court of Appeal canvassed the law of duress as it applies to setting aside a contract. They stated:

[26] The law will not lightly set aside contracts reached by parties having contractual capacity: John D. McCamus, *The Law of Contracts*, 2d ed. (Toronto: Irwin Law, 2012), at p. 378. Duress is one basis upon which an otherwise valid contract can be rendered unenforceable.

[27] This court set out the test in *Hill v. Forbes*, 2007 ONCA 443 (CanLII), 225 O.A.C. 74, at para. 12, citing the earlier case of *Stott v. Merit Investment Corp* (1988), 1988 CanLII 192 (ON CA), 63 O.R. (2d) 545, 1988 CarswellOnt 887 (C.A.), at para. 48 (WL Can):

But not all pressure, economic or otherwise, is recognized as constituting duress. It must be a pressure which the law does not regard as legitimate and it must be applied to such a degree as to amount to "a coercion of the will", to use an expression found in English authorities, or it must place the party to whom the pressure is directed in a position where he has no "realistic alternative" but to submit to it, to adopt the suggestion of Professor Waddams (S.M. Waddams, *The Law of Contract* (2nd ed., 1984), at p. 376 et seq.). Duress has the effect of vitiating consent and an agreement obtained through duress is voidable at the instance of the party subjected to the duress unless by another agreement or through conduct, either express or implied, he affirms the impugned contract at a time when he is no longer the victim of duress.

12. Based on the evidence before the Board, and considering the legal analysis in *S.A. v. A.A.*, I find on a balance of probabilities that the Tenant did not send the October 30, 2025 email under duress. The incident on October 28, 2025 was not physical, and the content of which was regarding unpaid rent in which the Tenant was aware of an upcoming hearing.
13. There was no evidence before the Board that the Landlord applied so much pressure on the Tenant that she had no realistic alternative but to terminate the tenancy. On the contrary, I find that the reason the Tenant filed this motion was due to a change in her own circumstances involving employment. It is clear that the Tenant's accommodations fell through due to her new employment, and she can no longer move out of the rental unit as a result. Unfortunately, this is not the Landlord's issue.
14. The Landlord is entitled to accept the Tenant's termination of tenancy. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-099364-25 which terminated the tenancy based on the October 30, 2025 email. As a result, the Tenant's motion is denied.
15. The Tenant requested 90 days before the stay is lifted. Based on the evidence of the parties surrounding their circumstances, including the Tenant's financial situation and new job, I find that the stay of order LTB-L-099364-25 shall be lifted on February 28, 2026. This delay in lifting the stay provides the Tenant time to find alternative accommodations.

It is ordered that:

1. The motion to set aside Order LTB-L-099364-25, issued on December 3, 2025, is denied.
2. The stay of Order LTB-L-099364-25, is lifted February 28, 2026.
3. Order LTB-L-099364-25 is unchanged.

January 20, 2026
Date Issued

Brett Lockwood
Member, Landlord and Tenant Board

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