



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

Citation: Patel v Roberts, 2026 ONLTB 7060

Date: 2026-01-22

File Number: LTB-L-104754-25-SA

In the matter of: 2, Basement, 7 DALY ST
KINGSTON ON K7K4Y8

Between: Ronak Patel

Landlord

And

Geoffrey Roberts

Tenant

Ronak Patel (the 'Landlord') applied for an order to terminate the tenancy and evict Geoffrey Roberts (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-104754-25, issued on December 11, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-104754-25.

The motion was heard by videoconference on January 8, 2026.

The Landlord's property manager, Matthew Brigden, the Landlord's legal representative, Nicola Diak, and the Tenant attended the hearing.

Determinations:

1. For the sake of clarity, this order refers to the Landlord's property manager, Matthew Brigden, as the "Landlord" as it was the property manager who signed the agreement with the Tenant and testified on behalf of the property owner at the hearing.
2. On June 24, 2025, the Landlord and Tenant entered into an agreement to terminate the tenancy as of December 31, 2025. The Tenant says this agreement is invalid and should not be enforced because the Landlord coerced him into signing it. As the agreement is invalid, the Tenant says that his motion should be granted and the eviction order be set aside. For the following reasons, I am not persuaded by the Tenant's arguments.
3. I say this primarily because I do not find the Tenant to be credible when he says the Landlord forced him into signing the agreement to terminate the tenancy. The starting point for my analysis is the burden of proof.

4. On any application before the Board, the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of events is true. In this case that burden falls on the Tenant to establish that the Landlord forced him to sign the agreement to terminate the tenancy. For the reasons that follow, I find that the Tenant has led insufficient evidence to establish that the Landlord forced him to sign the agreement to terminate the tenancy.

The Tenant's Testimony

5. The Tenant provided insufficient detail as he described the Landlord's alleged attempts to force him into signing the agreement. During his testimony, the Tenant failed to provide any context for the Landlord's alleged efforts or any discussion they may have had surrounding their signing of the agreement. This is particularly important because, as the Tenant says the Landlord forced him to sign the document, I would have expected the Tenant to testify about precisely what was said, how the Landlord comported himself and what the Tenant said in response to the Landlord's alleged threats or coercion. The Tenant provided none of these.
6. At the hearing, the Tenant failed to provide any description of exactly what the Landlord said to him to make him feel forced into signing the agreement. While it is true that the Tenant repeatedly testified that he "felt he had no choice but to sign", that feeling appeared to be related more to the unstable nature of his former tenancy and not to anything the Landlord allegedly said to him. In fact, at no time during his testimony did the Tenant tell me any words the Landlord used during their meeting on June 24, 2025, which made him feel forced into signing the agreement. Instead, the Tenant simply reiterated that he "felt" forced to sign the document.
7. In the absence of any context for the discussion on June 24, 2025, or any examples of actual words the Landlord used to make the Tenant "feel" forced to sign the agreement, I am simply not persuaded that the events unfolded as the Tenant describes. The Tenant failed to describe how the Landlord forced him to sign the document or what words the Landlord used to make him feel this way. Therefore, I do not find the Tenant to be credible when he says the Landlord forced him to sign the agreement.

The Landlord's Testimony

8. The Tenant's testimony, which was completely devoid of any detail or specifics, stands in stark contrast to the Landlord's testimony about the circumstances that led the parties to sign the agreement. Not only did the Landlord provide the context for his discussions with the Tenant, but he provided details and specific examples about what the parties said to each other. I find the Landlord's testimony to be credible on these points.
9. The Landlord says he is has been a property manager for approximately 36 years and manages several properties for multiple landlords. The Landlord says the focus of his job is to ensure all repair work is completed on various units and to ensure all leases and administrative paperwork is completed correctly.
10. The Landlord says that the Tenant came to his office on June 19, 2025, to sign the lease agreement. The Landlord did not provide the keys to the Tenant at that time because he

was waiting for the Tenant to pay the last month's rent deposit in full. The Landlord says that, some time after June 19th, he spoke to the Tenant on the phone about giving him the keys. During that phone call, the Landlord says that the Tenant asked him about the possibility of have a "shortened lease". The Landlord says that the Tenant described his current situation to him and told him that he "was not sure of his circumstances" and he wanted to pursue a shorter lease term for this reason. The Landlord says he agreed to this idea, and he suggested to the Tenant that the best way to achieve this result would be to sign an N11 agreement to terminate the tenancy prior to the end of the date in the lease agreement. The Landlord says that they agreed to sign an N11 effective on December 31, 2025, because that date represented "half of the lease" and would allow the Landlord time to re-rent the unit to university students in January.

11. The Landlord says that they agreed he would bring the N11 to the Tenant's workplace during his lunch hour on June 24, 2025, so that they could sign it at the same time the Landlord delivered the keys to the Tenant. The Landlord says he arrived at the Tenant's workplace slightly before the Tenant's lunch hour started because it is always his practice to arrive early for meetings. The Landlord says he met with the Tenant in the lobby of the building, presented the N11 to the Tenant and gave him the keys. The Landlord says the Tenant had time to read the agreement, did not ask him any questions about it and did not appear to have any concerns about the document. The Landlord says he brought two copies of the agreement with him, as is his practice, and he left one copy with the Tenant when he left the meeting.
12. The Landlord provided his testimony on these points in a detailed and consistent manner and I have no reason to disbelieve him. The Landlord gave details about the phone call which led to the parties signing the agreement. The Landlord explained that that the Tenant asked for a "shortened tenancy" and the Landlord suggested the N11 to him as a way to achieve this goal. The Landlord explained in detail how the parties arrived at the termination date of December 31, 2025, and he gave a plausible explanation regarding why the parties would agree to this date. During his testimony, the Landlord remained consistent despite being repeatedly questioned by his representative and myself.
13. For all of these reasons, I find the Landlord's testimony to be credible and I prefer his testimony over that of the Tenant. I am not satisfied on the balance of probabilities that the Landlord forced or coerced the Tenant into signing the agreement to terminate the tenancy. I am therefore not satisfied that the agreement is invalid.
14. As the parties entered into a valid agreement to terminate the tenancy, that agreement must be enforced. For this reason, and after considering all of the circumstances, I find that it would be unfair to grant the Tenant's motion to set aside the eviction order. This means the Tenant's motion must be denied.

Lifting the Stay

15. As I am denying the Tenant's motion, the next issue before me is when to lift the stay of the eviction order. The Landlord is asking that the stay be lifted immediately. The Tenant is seeking some delay in lifting the stay. For the following reasons, I find that the stay should be lifted immediately.

16. I say this because this is a short term tenancy as the Tenant moved into the rental unit on July 1, 2025, and he lives alone in the rental unit. Also, as the date of termination on the agreement is December 31, 2025, the Tenant has already experienced a delay of eviction for at least 3 weeks. I am not satisfied that any additional delay is warranted in these circumstances.
17. I would also note that my decision regarding the stay is a discretionary one. As the Tenant has provided misleading testimony to the Board, he has come to the Board with unclean hands and has therefore disintitiled himself to any exercise of my discretion. This means that, even if I were inclined to delay lifting the stay, the Tenant's false testimony would negate my exercise of discretion and would require me to lift the stay immediately.
18. In any case, and I find that the stay of order LTB-L-104754-25 must be lifted immediately. An order will issue accordingly.
19. This order contains all the reasons within it and no further reasons will be issued.

It is ordered that:

1. The motion to set aside Order LTB-L-104754-25, issued on December 11, 2025, is denied.
2. The stay of Order LTB-L-104754-25 is lifted immediately.
3. Order LTB-L-104754-25 is unchanged.

January 22, 2026
Date Issued

Laura Hartsliel
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.