



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

File Number: LTB-L-108730-25-SA

In the matter of: 1, 156 HIGH ST
CARLETON PLACE ON K7C1W6

Between: 8775087 Canada Inc. Landlord

And

Terry Proulx Tenants
Matthew Proulx

8775087 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Terry Proulx and Matthew Proulx (the 'Tenants') because the Tenants gave notice to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-108730-25, issued on December 29, 2025. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-108730-25.

The motion was heard by videoconference on January 22, 2026. The Landlord represented by Daniel Moak, and the Tenants, represented by Linda Tranter, attended the hearing,

Determinations:

1. The Landlord received complaints from the other tenants who live in unit 2 about the ongoing yelling and screaming from the Tenants. The Landlord prepared an N5 notice to terminate the tenancy and served it on the Tenants on October 31, 2025. After serving the N5 notice on the Tenants, the Landlord offered them \$5,000.00 to terminate the tenancy on February 1, 2026.
2. The Tenants asked for \$6,000.00 and the Landlord accepted. On November 2, 2025, both tenants signed an N9 agreeing to terminate the tenancy on February 1, 2026.
3. Near the end of November, the Tenants were having a difficult time finding new accommodations. They contacted Ms. Tranter who sent an email to the Landlord on December 17, 2025 which states that not all the Tenants signed the agreement. This was not the case as Cheryl Buffam, who Ms. Tranter thought was a tenant and had not signed an N9, was in fact not a tenant.

4. The email to the Landlord also claims that the Tenants only signed the agreement under duress. The email also claims the Tenant did not understand the wording and legal implications.
5. The Tenant's representative submitted evidence to show poor grades in high school and that Terry Proulx had a speech impediment and was teased. The Tenant's representative argues that this evidence shows the Tenants have cognitive disabilities that impaired their ability to understand that they were agreeing to terminate the tenancy.
6. There is also an angry email from the Landlord to the Tenants' son, who lives in the unit, about the complaint from the neighbours about the ongoing screaming. The testimony shows that the Landlord was also angry when he delivered the N5 notice. The Landlord's representative claims that this caused duress which led to the Tenants signing the agreement.
7. I am not satisfied that this evidence demonstrates that the Tenant did not understand that they had agreed to terminate the tenancy or that the agreement, signed two days later, was signed under duress.
8. The Landlord had offered the Tenants \$5,000.00 to terminate the tenancy. The Tenants agreed to terminate the tenancy on the condition the Landlord increased the amount to \$6,000.00. It was when the Landlord agreed to the Tenants' request that the N9 was signed.
9. The evidence shows that the Tenants were having difficulty finding another rental unit which led them to contact Ms. Tranter.
10. I find the Tenants knew that they were agreeing to terminate the tenancy in exchange for \$6,000.00.
11. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-108730-25.
12. The stay of order LTB-L-108730-25 is lifted on March 31, 2026. I find reasonable under the circumstances to allow the Tenants additional time to find alternative accommodations.

It is ordered that:

1. The motion to set aside Order LTB-L-108730-25, issued on December 29, 2025, is denied.
2. The stay of Order LTB-L-108730-25, is lifted March 31, 2026.
3. Order LTB-L-108730-25 is unchanged.

January 30, 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.