



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

File Number: LTB-L-082635-25-SA

In the matter of: 1214, 350 RED MAPLE RD
Richmond Hill ON L4C0T5

Between: Nathaniel Katzenberg Landlord

And

Maysam Pouyanfar Tenant

Nathaniel Katzenberg (the 'Landlord') applied for an order to terminate the tenancy and evict Maysam Pouyanfar (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by the order LTB-L-082635-25, issued on October 14, 2025. This order was issued without a hearing being held.

On October 19, 2025, the Tenant filed a motion to set aside the order LTB-L-082635-25, issued on October 14, 2025.

The motion was heard by videoconference on November 17, 2025.

The Tenant, the Tenant's Legal Representative, Arash Boorboor, the Landlord, and the Landlord's Support Person, Tammy Popper, attended the hearing.

The Board was assisted by an English-Farsi Interpreter.

Determinations:

1. The order LTB-L-082635-25, issued on October 14, 2025, terminates the tenancy between the Landlord and the Tenant effective October 25, 2025, as the Board was satisfied that the parties entered into an Agreement to Terminate the Tenancy (hereafter referred to as the 'N11 Agreement')
2. The N11 Agreement was executed by the parties on May 24, 2025, with a termination date of October 1, 2025, as it appears from a copy of the N11 Agreement (DOC-6511529 and DOC-6511530; Exhibit 1, *in bundle*).
3. On October 19, 2025, the Tenant proceeded to file a motion to set aside the order LTB-L-082635-25, issued on October 14, 2025.

Tenant's Evidence

4. The Tenant agrees that their signature appears on the N11 Agreement but stated that they did not recall signing the document (Exhibit 1).
5. The Tenant indicated that they did not fill out the other fields on the N11 Agreement, including the field reflecting the date the N11 Agreement was signed, as the handwriting differs from the Tenant's own handwriting.
6. The Tenant agrees that they met with the Landlord on May 24, 2025. They received multiple documents from the Landlord throughout the course of the tenancy and recognizes that they may indeed have signed the N11 Agreement on May 24, 2025, as they thought they were signing documents pertaining to the reception of a new fob key.
7. The Tenant submits that they never intended to move out of the rental unit.

Landlord's Evidence

8. The Landlord agrees that they filled out the fields related to the dates on the N11 Agreement prior to presenting the forms to the Tenant. They indicated that the Tenant personally filled out their name and inputted their signature on the first and second page of the N11 Agreement (Exhibit 1).
9. The Landlord testified that they had scheduled an appointment with the Tenant, in order for them to meet on May 24, 2025, as it appears from a copy of the text messages exchanged between the Landlord and the Tenant on May 24, 2025 (DOC-6759035, page 39 of 73; Exhibit 2).
10. The Landlord stated that on May 24, 2025, they met with the Tenant in the lobby of the residential complex in order to present them with the N11 Agreement. The Landlord indicated that the Tenant took time to read and review the N11 Agreement before signing it, and would have expressed an intent to move out of the rental unit based on various issues they were experiencing within the rental unit, including their failure to pay the monthly rent, and construction work being conducted in the residential complex.
11. The Landlord explained that they are seeking to terminate the tenancy in order to facilitate the sale of the rental unit. Their idea to sell the rental unit was formalized during the month of March 2025.
12. The Landlord has not started advertising the rental unit for sale.
13. The Landlord advised the Tenant on May 8, 2025, that their intent would be to not have the Tenant extend their tenancy beyond the end of their fixed-term tenancy, which was scheduled to end on August 16, 2025, as it appears from a copy of the tenancy agreement executed between the parties on August 28, 2024 (DOC-6514055; Exhibit 3), as they "will [be trying] to sell the [rental] unit," as it appears from a copy of the text message sent from the Landlord to the Tenant on May 8, 2025 (DOC-6759035, page 32 of 73; Exhibit 4).
14. In addition to signing the N11 Agreement, the Tenant had taken steps to secure alternate housing accommodations, and to move out of the rental unit, as it appears from a copy of

the text message correspondences exchanged between the Tenant and the Landlord on September 22, 2025 (DOC-6759035, page 49 of 73; Exhibit 5).

15. The Landlord did not serve the Tenant with any other notices with respect to their intent to terminate the tenancy or sell the rental unit.
16. The Landlord indicated that they are seeking to sell the rental unit based on the financial difficulties that they are facing. In addition to their financial obligations related to the rental unit, they also have a mortgage associated to their own residential accommodations.

Analysis

17. Although the Tenant disputed that they signed the N11 Agreement (Exhibit 1), I am satisfied – on a balance of probabilities – that the Tenant entered into the N11 Agreement, and executed it on May 24, 2025. Indeed, the Tenant's testimony was inconsistent and plagued with contradictions, while the Landlord's testimony was consistent and credible, and supported by contemporaneous documentary evidence (Exhibit 2).
18. Having been satisfied that the parties did indeed enter into the N11 Agreement, the next question before me is whether this agreement was signed by the Tenant freely, without undue pressure, and in full understanding of the consequences of entering into such an agreement.
19. Generally speaking, a contract will not be set aside except in a limited number of circumstances: common mistake, fraud, duress, misrepresentation, lack of capacity or unconscionability. With respect to motions like this, the Board may also set aside an eviction order in instances where something that could not have been anticipated occurred after the agreement was entered into that made it impossible for a party to comply with the agreement¹.
20. Again, I did not find the Tenant's testimony that they did not understand the contents of the N11 Agreement to be credible. The parties had previously discussed terminating the tenancy (Exhibit 4) and had scheduled an appointment to meet to review the N11 Agreement (Exhibit 2). The Tenant's conduct following the execution of the N11 Agreement also shows that they clearly understood that their tenancy would be ending on October 1, 2025, as they sought to secure alternate housing accommodations for the beginning of the month of October 2025, and contacted the Landlord to request an extension of time when they realized that their intend accommodations would not be ready on time (Exhibit 5).
21. Accordingly, on the basis of the evidence and submissions before, I am satisfied that the Tenant understood that the Landlord was seeking to terminate the tenancy and that the parties therefore entered into an agreement to terminate the tenancy, effective October 1, 2025, with the Tenant doing so freely, all while being informed and fully understanding that they would need to vacate the rental unit on or before October 1, 2025 (Exhibit 1).
22. Despite the finding that the Tenant entered into the agreement to terminate the tenancy freely and with full understanding, subsection 77(8)(b) of the *Residential Tenancies Act*,

¹ TEL-92321-18-SA (Re), 2018 CanLII 113229

2006 (hereafter referred to as the 'Act') states that the Board may make an order setting aside an *ex-parte* order issued based on an agreement to terminate the tenancy, such as the N11 Agreement, if the Board is satisfied, having regard to all the circumstances, that it would not be unfair to do so. [Emphasis Added.]

23. While subsection 37(3) of the Act states that a “a notice of termination need not be given if a landlord and a tenant have agreed to terminate a tenancy,” subsection 202(1) of the Act reads as follows:

202 (1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

24. After considering all of the circumstances, I find that it would not be unfair to set aside the order LTB-L-082635-25, issued on October 14, 2025.

25. Indeed, while the parties entered into an agreement to end the tenancy (Exhibit 1), the Board must, pursuant to section 202 of the Act, look beyond the mere fact that an agreement was signed between the parties and consider the overall intention and conduct of the parties when the agreement was entered into.

26. In *Pinto v. Regan and White v. Regan*, 2021 ONSC 5502 (Pinto), the Ontario Divisional Court found that the Board erred by not applying section 202 of the Act and analyzing the true intentions of the parties when an agreement to terminate was signed. [Emphasis Added].

27. In *Pinto*, the landlord approached the tenants and required them to sign an N11 agreement to terminate their tenancies for the purpose of conducting extensive repairs and renovations. The landlord did not serve the tenants with the required N13 Notice of Termination, which entitled the tenants to a compensation payment, and the tenants were led to believe that they had no alternative but to sign the N11 and without regard to their rights under the Act. I find that the present case is similar.

28. In the matter before the Board, it is clear that the catalyst to having the Tenant sign the N11 Agreement with the intent to have them vacate the rental unit, stems from the Landlord's intent to sell the rental unit. This was consistently relayed to the Board through the testimony provided by the Landlord and corroborated by the messages sent by the Landlord to the Tenant when the subject of the termination of the tenancy was first broached (Exhibit 4).

29. Although the Act permits landlords to terminate tenancies because they have entered into an agreement of purchase and sale of the rental unit and the purchaser intends to move into the rental unit, an agreement to terminate the tenancy, such as the N11 Agreement, is not intended for that purpose.

30. Indeed, an application to terminate the tenancy for a purchaser's own use requires the landlord to serve the tenant with a notice of termination under section 49 of the Act, to compensate the tenant in an amount equal to one (1) month's rent or to offer the tenant another rental unit that is acceptable to the tenant (pursuant to section 49.1 of the Act) and to swear an affidavit and/or declaration before the Board stating the purchaser's intentions. This process also affords the tenant the right to challenge the good-faith intentions of the landlord or the person who requires the rental unit at a hearing before the Board.
31. It appears to me that the Landlord, in this case, drafted and had the Tenant sign the N11 Agreement to facilitate the process of a prospective sale and circumvent their obligations under the Act to serve the Tenant with an N12 Notice of Termination, to pay the required compensation prior to the termination date and from having to prove their case to the Board on a balance of probabilities. In fact, at the time of the hearing, they had yet to advertise the rental unit for sale, and had not secured prospective purchasers.
32. The simple fact of selling (or intending to sell) the rental unit does not lead to the termination of the tenancy, and while the Landlord had expressed a desire to not renew the tenancy, the Tenant was entitled to continue the tenancy.²
33. Thus, I find that the Landlord was not acting in good faith and was circumventing the Act when they obtained the Tenant's signature on the N11 Agreement.
34. Accordingly, I find that it would not be unfair to set aside the order LTB-L-082635-25, issued on October 14, 2025. The Landlord would still have the opportunity to proceed with an application to terminate the tenancy, providing the appropriate notice of termination is served to the Tenant.

It is ordered that:

1. The motion to set aside the order LTB-L-082635-25, issued on October 14, 2025, is granted.
2. The order LTB-L-082635-25, issued on October 14, 2025, is set aside and cannot be enforced.

February 2, 2026
Date Issued

Alexandre Traboulsi
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.

² Sections 37 and 38 of the *Residential Tenancies Act, 2006*.