



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: 2559793 ONTARIO INC v Pierre, 2026 ONLTB 13273

Date: 2026-02-12

File Number: LTB-L-069257-25-SA-RV

In the matter of: Lower Unit, 2194 HOWARD AVE
WINDSOR ON N8X3V1

Between: 2559793 ONTARIO INC Landlord

And

Magalie Pierre Tenant

Review Order

2559793 ONTARIO INC (the 'Landlord') applied for an order to terminate the tenancy and evict Magalie Pierre (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

This application was resolved by ex-parte order LTB-L-069257-25-SA issued on November 20, 2025.

On December 18, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 19, 2025, interim order LTB-L-069257-25-RV-IN was issued, staying the order issued on November 20, 2025.

This application was heard by videoconference on January 21, 2026.

The Landlord's Agent Nawar Talia, the Landlord's Legal Representative Sandra Misho, the Tenant, and the Tenant's Legal Representative Ghadeer Jwad, attended the hearing.

Determinations:

1. The set-aside order issued on November 20, 2025, denied the Tenant's set aside request; the lifting of the stay was delayed until December 20, 2025.
2. The Tenant's request for review is based on a serious error; a failure to apply section 202 of the Act.
3. The Tenant testified that the Board must consider all the circumstances that prejudice the Tenant, even if the N12 is valid; this is established in order LTB-L-86868-25 issued on November 28, 2026. As this was not done in order LTB-L-069257-25-SA issued on

November 20, 2025, the review should be granted so the matter can be re-heard. The Tenant lives in the rental unit with her son, daughter, and grandchild; to date, no other housing has been secured due to not being able to find anything suitable. The Tenant has health issues, in December 2025, she was in Emergency because of excessive high blood pressure; this affected her ability to find another place plus her work hours have been reduce to only 4-hours per week. If evicted the Tenant will be homeless, but if the Board deems eviction is warranted, she needs 4 to 5 months because she has no income at present which means she is not able to get another place.

4. On cross examination the Tenant said she was having job issues when she first knew the Landlord needed vacant possession. She has been living in the unit over a decade and has always kept the Landlord apprised when she was having job issues. The Tenant admitted that when she accepted the offer and agreed to end the tenancy early, she thought it was a good deal; she accepted the offer knowing she had job issues, but never expected her hours to fluctuate so drastically. She never anticipated basically losing her job; when the Tenant accepted the offer, she was working 24-hours per week.
5. The Tenant's Legal Representative submitted the review should be granted because section 77(8)(b) of the Act says the Board must have regard to all the circumstances. Even though the N11 is valid, the Board still needs to weigh the Landlord's needs against the concrete hardships faced by the Tenant; the Tenant is facing being homeless, she has health issues, and she has a young grandchild living with her. Further, there is no concrete evidence that the Landlord needs occupancy on an urgent basis, and there is no concrete prejudice to the Landlord if the Tenant does not vacate; the Landlord has can pursue an eviction via the arrears of rent process.
6. The Landlord's Legal Representative submitted the review should not be granted. The case the Tenant references is not applicable to this situation as it was for arrears of rent and the Tenant was in a repayment plan; this differs greatly from this matter as it is based on a N13 notice for renovations and the Tenant signing a N11 to leave earlier than the termination date. What is at play here is the timeline for the renovations, which is why vacant possession is needed and there can not be any extension(s). The Tenant was given two options with respect to the earlier termination date: 1) if agrees to vacate September 15, 2025, the Tenant will receive an extra 3-months compensation, \$3,075.00; if agrees to vacate October 3, 2025, the Tenant will receive an extra 1-month of compensation, \$1,025.00. The Tenant chose the first option and willingly signed the N11. This is not about the Tenant being forced into anything, it is about the Tenant not finding a place by the termination date of September 15, 2025. The Landlord is greatly prejudice, because the Tenant is delaying necessary work that needs done; the renovations cannot start until the Landlord has vacant possession.

Analysis

7. Based on the testimony before me and the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.
8. Section 202(1) of the *Residential Tenancies Act*, 2006 (the 'Act'), says:

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.

9. With respect to an agreement to terminate, section 77(8)(b) of the Act after a hearing of a tenant's set-aside motion, the Board shall "make an order setting aside the order If the Board is satisfied having regard to all the circumstances, that it would not be unfair to do so".

10. Paragraph 16 of order LTB-L-069257-25-SA issued on November 20, 2025 sets out the stipulations of section 202 of the Act.

11. The Member details the Tenant's testimony in paragraphs 2 through 5 and 8 through 9. The Member's reasoning for her finding(s) is set out in paragraphs 17 through 18:

17. As a result, I find the real substance behind the Tenant filing the set aside motion is that the Tenant could not move out of the rental unit and into the new place she found on September 23, 2025 because she did not receive \$3,075.00 from the Landlord. I also accept the Tenant is having difficulty finding another place to move to based on the Tenant's own testimony. While the Tenant states that \$3,075.00 is the amount she believes she is owed, I do not accept this was the amount that was to be paid by the Landlord if the Tenant did not vacate by September 15, 2025. The Tenant did not vacate the rental unit by this date.

18. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-069257-25.

12. At paragraphs 20 through 21, the Member further determines:

20. As the Tenant's motion to set aside is denied, I have considered the Tenant's circumstances in determining when to lift the stay.

21. The stay of order LTB-L-069257-25 is lifted on December 20, 2025. I find it is reasonable to allow the Tenant 30 days to vacate the rental unit. I accept she has a young grandchild that lives with her, along with her daughter.

13. Thus, the Member determines the 'real substance' behind the Tenant's filing of the set-aside motion in paragraph 17.

14. After considering all the circumstances, the Member then determines at paragraphs 21 and 22 that it was reasonable to lift the stay at a later date, allowing the Tenant 30-days to

vacate. Although not specifically referenced in the order, this determination was made under section 77(8)(b) of the Act.

15. Therefore, the Member considers both sections 202 and 77(8)(b) of the Act as required under the legislation.
16. Interpretation guideline 8 says the Board “will not exercise its discretion to review decisions where the result is within the range of reasonable and acceptable outcomes”. Here, I find the decision to be reasonable and with an acceptable outcome that considers the Tenant’s circumstances, therefore, it is entitled to deference.
17. For all these reasons, the Tenant’s request for review is denied.
18. Per the Divisional Court’s reasons in paragraph 27 from *So v. Canadian Mental Health Association, Toronto Branch*, 2024 ONSC 3371, relief from eviction does not have a second, independent applicability at the review stage of the Board’s process. If a review request is denied, the Board must immediately lift any stay imposed on the underlying Board order.

It is ordered that:

1. The request to review order LTB-L-069257-25 issued on is denied. The order is confirmed and remains unchanged.
2. The interim order issued on is cancelled. The stay of order LTB-L-069257-25 is lifted immediately.

February 12, 2026

Date Issued

Diane Wade

Member, Landlord and Tenant Board

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

