



Order under Section 77 Residential Tenancies Act, 2006

Citation: RAHMAN v Mckeown, 2026 ONLTB 13961

Date: 2026-02-18

File Number: LTB-L-064032-25-SA2

In the matter of: 667 TOWNLINE RD N
COURTICE ON L1E2J4

Between: SALEKUR RAHMAN

Landlord

And

Alanna Mariah Helen Mckeown
Jason John Miller

Tenants

SALEKUR RAHMAN (the 'Landlord') applied for an order to terminate the tenancy and evict Alanna Mariah Helen Mckeown and Jason John Miller (the 'Tenants') because the Tenants entered into an agreement to terminate the tenancy.

On August 11, 2025, LTB-L-064032-25 was issued resolving the Landlord's application.

On August 11, 2025, the Tenants filed a request to set aside LTB-L-064032-25, and that the order be stayed pending their request.

On September 15, 2025, LTB-L-064032-25-SA was issued, resolving the Landlord's application.

On September 19, 2025, the Tenants submitted a request to review LTB-L-064032-25-SA, and that the order be stayed pending their request to review.

On September 22, 2025, LTB-L-064032-25-SA-RV-IN was issued, directing the Tenant's request to review to a hearing and staying the order issued on September 15, 2025.

On November 10, 2025, LTB-L-064032-25-SA-RV-IN2 was issued, granting the Tenant's request to review, and directing the Landlord's application and the Tenant's motion to set aside to a hearing.

This application was heard by videoconference on December 8, 2025.

The Landlord and the Tenants attended the hearing

Determinations:

1. The Landlord and the Tenant did not enter into a valid agreement to terminate the tenancy.

Tenants' Evidence

2. The Tenant Jason Miller ('JM') testified that on July 2, 2025, he was presented with an N11 by the Landlord to sign, which he testified he refused.
3. His wife, the other Tenant Allana McKeown ('AM') he alleges was forced to sign the N11 under duress and that his digital signature was added afterwards.
4. The N11 in question was entered into evidence. Two digital signatures are present, that of both Tenants dated July 2, 2025. The Signwell report attached to the notice states that the document was created by the Landlord on July 2, 2025, at 11:32 pm, and sent the document to AM's e-mail address. AM responded at 11:37 pm with her own signature through her e-mail address, and then "Jason" is noted as having viewed the document at 11:37 pm, and to have signed it through AM's e-mail address at 11:40 pm.
5. JM testified that he was never around the unit that day and that he had never signed the N11 as indicated and relied upon the fact that the signer indicated as "Jason" in the Signwell Report had signed the document through AM's e-mail account and that it had never been sent to his own e-mail address, which he testified the Landlord had.
6. AM testified that on July 2, 2025, she had a headache and had called into work that day. She testified that JM was at work and when the Landlord had sent the N11 to her, she had advised him however he indicated to her that he would look at it when he got home.
7. AM testified that JM would not sign the document as the Tenants believed they are owed money for an Air BNB, as a result of a flood in the unit that hasn't been resolved. The Tenants filed their own application concerning that issue.
8. The Landlord's position is that the Signwell document attached with the notice shows the same ID number and that they had been signed at nearly the same time.
9. The Landlord further testified that he used the Tenants' last months rent deposit to pay for one month of an Air BNB as he believed the N11 was signed properly. The Landlord also testified that he has issued the Tenants an N13 due to the alleged flooding and testified that the unit is not liveable. The Landlord also

testified that he is behind on bank payments and that he fears the bank will take his home. The Landlord also alleges that the Tenants are mixing up another document that JM refused to sign, which was a mutual release terminating the unit's insurance.

10. That said, the Landlord also responded to the question of would it be fair to say that it was never e-mailed to Jason that "you guys signed it", implying to me at least that he thought that AM was signing for both AM and JM. The fact that only AM's e-mail address appears as the only e-mail address in the Signwell document lends credibility to the Tenants' suggestion that the Landlord either signed for JM, figuring AM was signing for both or that AM accidentally signed for both parties. In either example, I am not satisfied that JM signed the document.
11. Its incumbent upon the party purporting an agreement to terminate to show that each party involved in the agreement, that being each Tenant, agreed to terminate tenancy. In this case, I am not satisfied that JM signed the document or that it was sent to him to also review before AM knowingly or unknowingly signed on his behalf, or that the Landlord had assumed that AM would be signing on behalf of JM. In either scenario I am not satisfied that there was a meeting of the minds and the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

February 18, 2026

Date Issued

Jagger Benham

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.