



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

File Number: LTB-L-006264-26-SA

In the matter of: 15, 75 Kehl Street
Kitchener ON N2M3V1

Between: Samad Moghimi Landlord

And

Tahmina Mohammad Tenant
Kamran Mohamed

Samad Moghimi (the 'Landlord') applied for an order to terminate the tenancy and evict Tahmina Mohammad and Kamran Mohamed (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-006264-26, issued on January 26, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-006264-26.

The motion was heard by videoconference on February 26, 2026. the Landlord represented by Daniel Abraham, and the Tenant Tahmina Mohammad, attended the hearing.

Determinations:

1. The Tenants moved into the rental unit on December 1, 2025. The Tenants paid first and last month rent deposit.
2. On January 11, 2026, Tahmina Mohammad signed an N11 agreement to terminate the tenancy. Two days later, Kamran Mohamed signed and N11. Both were signed electronically and sent to the Landlord.
3. The Tenant claims that she was pressured into signing the agreement due to the Landlord's harassment. Based on the fact that both N11's were signed and sent electronically, it is clear the Landlord was not with the Tenants when they signed and agreed to terminate the tenancy.
4. Since the Tenants moved into the rental unit, no further rent has been paid. The rent for January and February is outstanding.

5. The Landlord testified that he was informed that the Tenants were having relationship issues and wanted to end the tenancy early. The Landlord told the Tenants that they had signed a twelve-month lease but would try to work with them.
6. On page 11 of the Landlord's disclosure are text messages from the same phone number as the Tenant attended this hearing which speak to allowing the Landlord to show the house next week, planning to move out by January 31, and being open to discussing signing an N11 if it clearly confirms the tenancy ends on January 31 and the last month rent deposit will be applied January. The Landlord responds that he is willing to cooperate.
7. Page 12 speaks to the issues between the Tenants, the seriousness of Mr. Mohamed's criminal activities, and him leaving in a stolen truck. The Tenant sent images of threatening messages and a picture of a firearm.
8. The Tenant testified that Mr. Mohamed was not living in the unit.
9. I find the Landlord and Tenants willingly entered into an agreement to terminate the tenancy as of January 31, 2026.
10. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-006264-26.

It is ordered that:

1. The motion to set aside Order LTB-L-006264-26, issued on January 26, 2026, is denied.
2. The stay of Order LTB-L-006264-26, is lifted immediately.
3. Order LTB-L-006264-26 is unchanged.

March 3, 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.

