



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

File Number: LTB-L-004647-26-SA

In the matter of: 016, 78 COLLEGE AVE W
GUELPH ON N1G4S7

Between: University of Guelph - Student Housing Landlord

And

Anastasia Bolgova Tenant

University of Guelph - Student Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Anastasia Bolgova (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-004647-26, 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-004647-26.

The motion was heard by videoconference on March 3, 2026. The Landlord's representatives, Phil Walher, Leanne Caron, Harpreet Hansra, and the Tenant, attended the hearing.

Determinations:

1. The Landlord is an educational institution. The Landlord agree that the Act applies and that the Landlord is not exempt from the *Residential Tenancies Act*.
2. The Landlord requires students to sign an N11 agreement to terminate their tenancy each year. The Tenant, in this case signed an N11 with the expectation that a new tenancy agreement would be signed, as was the case every year since 2021. The Tenant testified that she will be continuing her education with the university through 2028.
3. The Landlord had also served the Tenant with an N13 notice to terminate the tenancy with a termination date of April 30, 2025. The Landlord's L2 application was heard on June 24, 2025. The Board determined that April 30, 2025 was not the last day of the rental term as the lease had been extended to December 31, 2025. The Landlord's application was dismissed.
4. In this case, the only reason the Tenant signed an N11 agreement to terminate the tenancy was because the Landlord requires the Tenant to sign. The Tenant had no

intention to terminate the tenancy but signed expecting a new tenancy agreement as had had for multiple previous years. Had the Landlord wanted to terminate the tenancy based on the provisions of an N13, there was plenty of time after the L2 application was dismissed to serve a new N13 with an appropriate termination date.

5. I find the Tenant had no intention to terminate the tenancy when she was required to sign the N11 agreement to terminate the tenancy.
6. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-004647-26.

It is ordered that:

1. The motion to set aside Order LTB-L-004647-26, issued on January 26, 2026, is granted.
2. Order LTB-L-004647-26, issued on January 26, 2026, is set aside and cannot be enforced.

March 6, 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.

