



Order under Section 57 Residential Tenancies Act, 2006

Citation: Campbell v Herman, 2026 ONLTB 21816

Date: 2026-03-13

File Number: LTB-T-053759-25

In the matter of: 324 Albany Ave Albany Ave
Toronto ON M5R3C9

Between: Christopher (Olivia) Njoku and Ryan James Campbell Tenant

And

Shneur Herman Landlord

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Christopher (Olivia) Njoku and Ryan James Campbell (the 'Tenant') applied for an order determining that Shneur Herman (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 10, 2026.

The Landlord, Landlord’s legal representative Batsheva Davids, and the first named Tenant Christopher (Olivia) Njoku ('ON') attended the hearing.

Determinations:

Preliminary Issue – termination of tenancy:

1. There was no dispute that the Tenant signed an N11, an agreement to terminate the tenancy on July 30, 2024, with the termination date of September 30, 2024.
2. It was also not disputed that while the Landlord served an N12 notice, before a hearing was held the parties entered into a ‘cash for keys’ agreement whereby the Tenant ‘ON’ signed an N11 notice to end the tenancy and the Landlord provided rent forgiveness for two months and paid the Tenant an additional amount of \$5,000.00 once vacant possession was granted. This agreement representing a monetary value of \$7,357.50.

3. The N11 was subject of an L3 application in LTB-L-062406-24, the Form 3 is titled *Tenant Gave Notice or Agreed to End the Tenancy*. The hearing was held on September 24, 2024, an order on consent was issued on October 2, 2024 terminating the tenancy on September 30, 2024.
4. The Tenant 'ON' submitted that the Landlord pressured them into signing of the N11 agreement, that it was done under duress.
5. The Tenant filed their T5 application with the Board on July 2, 2025, this was after the Landlord's L3 application hearing was held.
6. As noted at the time of hearing, if the Tenant wanted to raise issues of having entered into the signing of the N11 under duress, the Tenant ought to have done so at the time of the L3 application hearing. Instead, the Tenant entered into a consent to terminate the tenancy and thus confirming their intent of terminating the tenancy on September 30, 2024, as originally agreed to between the parties pursuant to their cash for keys and N11 agreement.
7. Further, the cash for keys agreement as signed by the parties on July 30, 2024 (DOC-7520156) among other terms outlines two key terms as follows:
8. In this case I find that the parties entered into an agreement on a full and final basis, meaning they agreed to resolve all issues in respect to the tenancy as outlined. The intent is clear; the Tenant signed the cash for keys agreement knowingly and attested that they were entering into the agreement "of their own free will." If this was not the case, they ought to have declared duress at the time of the September 24, 2024 hearing. Here, a Board order was issued on consent. Therefore, any further claims alleging duress and bad faith as connected to this tenancy are frivolous and arguably can be said to be a waste of the Board's time and resources.
9. For the reasons as outlined above, as conveyed at the time of hearing, the application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

March 13, 2026
Date Issued

Alicia Johnson
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.