



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

Citation: Jones v Klassen, 2026 ONLTB 24194

Date: 2026-03-24

File Number: LTB-L-105524-25-RV

In the matter of: 2067 MADRID AVENUE
OTTAWA ON K2J0K1

Between: Cheryl Jones Landlord

And

Heidi Klassen Tenant

Review Order

Cheryl Jones (the 'Landlord') applied for an order to terminate the tenancy and evict Heidi Klassen (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The application was resolved by order LTB-L-105524-25 issued on January 5, 2026. The January 5, 2026 order was made without a hearing being held.

On January 20, 2026 the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 21, 2026 interim order LTB-L-105524-25-RV-IN was issued, staying the order issued on January 5, 2026.

This request to review was heard by videoconference on February 19, 2026.

The Landlord, the Landlord's legal representative, Marc-Roger Gagne ('MG'), the Tenant, and the Tenant's legal representative, Ana Harbuz ('AH'), attended the hearing

Determinations:

Request to Review

1. The Landlord filed this L3 application on December 15, 2025 seeking an order terminating the tenancy because the parties agreed to end the tenancy, effective April 30, 2026.
2. On December 15, 2025, a Member Endorsement Form was issued, stating that an *ex parte* order could not be issued because the municipality in which the unit is located was not identified in the N11 agreement to end the tenancy filed with the application. The Landlord was directed to file an updated N11 agreement with the complete address for the rental unit by December 22, 2025 (see DOC-6990033).
3. On December 17, 2025, the Landlord filed a copy of the first page of the agreement with the municipality and postal code for the unit handwritten in (DOC-7007376). On December 29, 2025 the Landlord filed a full copy of the N11 agreement with the municipality and postal code added to the address section on the first page of the agreement. The revised N11 agreement was not re-signed or initialled by the parties (DOC-7050549).
4. The January 5, 2026 order was then issued, dismissing the Landlord's application because a complete, updated N11 signed by the parties was not filed as directed.
5. In her request to review, the Landlord claims that it was a serious error for the Member to find the N11 agreement to be invalid and to dismiss the application.
6. I agree that the January 5, 2026 order contains a serious error.
7. Landlords and tenants can terminate a tenancy at any time by agreement: ss 37(3), *Residential Tenancies Act, 2006*. While the LTB has created the Form N11 for parties to use when agreeing to end a tenancy, the *Residential Tenancies Act, 2006* (the 'Act') and the LTB's *Rules of Procedure* ('Rules') do not require parties to use this form when agreeing to end a tenancy.
8. An agreement to end a tenancy is a contractual agreement, it is not a notice to terminate a tenancy given by one party to the other. Because it is not a notice of termination of tenancy, the requirements set out in section 43 of the Act to not apply to agreements to end a tenancy. There is no provision of the Act or the Rules specifically requiring the municipality or postal code to be identified in a written agreement to end a tenancy.
9. Including the full rental unit address in such an agreement would certainly be considered a best practice, but even if it is missing, as long as long as there is

certainty as to what tenancy is being terminated by agreement, the agreement should not be found to be invalid for that reason.

10. Even if the municipality were missing from a notice of termination, relative to which parties are required to “identify the rental unit”, section 212 of the Act must be considered before an application is dismissed because of an error in the notice: ss. 43(1)(a) & 212, *Residential Tenancies Act, 2006*. Section 212 of the Act states:

Substantial compliance sufficient

212 (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient. 2006, c. 17, s. 212.

When error still constitutes substantial compliance

(2) For greater certainty, **an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.** [2024, c. 28](#), Sched. 24, s. 1.

11. Whether there was certainty as to the specific tenancy being terminated was not considered in the January 5, 2026 order. To the extent that the missing municipality amounted to an error in a “form” or a “document”, the LTB was required to consider whether the N11 agreement was substantially compliant with the requirements of the Act for the purposes of s. 212.
12. Given that this was an *ex parte* application being heard in writing, based only on the Landlord’s submission, the Member may not have had enough information to fully consider s. 212 of the Act, but the Member had the authority to direct the application to a hearing so that this issue could be considered.
13. In my view, it was a serious error for the Member not to consider section 212 of the Act and whether the N11 agreement was sufficiently certain, or to direct the application to be heard so that these things could be considered. While there was no reference to section 212 of the Act or to certainty in the Member’s reasons, to the extent that these things were considered, the order contains inadequate reasons, which is a serious error raising issues of natural justice: see *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65 (CanLII), paras 81, 126-128
14. The request to review is granted. As a result, order LTB-L-105524-25 issued on January 5, 2026 was cancelled, and a new hearing was held to consider the merits of the original application.

Merits of the Original Application

15. The Landlord and Tenant entered into an agreement to terminate the tenancy as of April 30, 2026.
16. The Landlord is the owner of the unit, and this is the only property she owns. The Tenant has lived in the unit for about 9 years.
17. On or about November 9, 2025, the Landlord gave the Tenant an N12 notice to end the tenancy because the Landlord intended to occupy the unit herself. The termination date in the N12 notice was January 31, 2026 (DOC-7347033).
18. After receiving the notice, the Tenant contacted the Landlord and said that January 31, 2026 was too soon for her to move, and asked to stay until April 30, 2026. The Landlord had sold her own home at the time and was planning to move to the unit, but after taking a few days to consider the Tenant's request, the Landlord agreed.
19. The Tenant said that when she received the N12 notice, she was stressed out and was concerned about needing to find other living accommodation. The Tenant said she received a lot of advice after receiving the N12 notice, but did not get any legal advice until after Christmas.
20. The Tenant presented an email chain between the parties from November 19, 2025. The Landlord wrote that she intended to move into the unit on February 1, 2026, and that she would give the Tenant compensation. The Tenant said the part about compensation was confusing, but she responded, writing "I guess I need to look for another place to live for a decent price", and that the Landlord does not need to give compensation because it would make more sense for the Tenant not to pay rent for the last month of the tenancy (DOC-7364703, pp. 7-8).
21. After thinking about things a little more, the Tenant emailed the Landlord again on November 26, 2025, which is when the Tenant asked if the Landlord would agree to the Tenant moving out on April 30, 2026 (DOC-7364703, pp. 12-14).
22. Once the Landlord decided to agree to the Tenant's request, the Landlord prepared the N11 form. The Landlord said that once she prepared the N11 form, she signed it and emailed to the Tenant, who immediately signed and returned it.
23. The Landlord entered as evidence a copy of an email chain between the Landlord and Tenant from December 1, 2025, when the agreement was signed. On December 1, 2025, when the Landlord wrote that she would agree to the Tenant's request to end the tenancy April 30, 2026, and that she had prepared an N11 agreement, the Tenant replied by writing, among other things, "[t]hanks very much for accommodating my request" (DOC-7347059).

24. The Landlord said she did not pressure or force the Tenant to sign the N11 agreement. The Tenant did not say that she was pressured or forced to sign the agreement, but she did feel pressure because of the previous service of the N12 notice. The Tenant asked that the Landlord agree to end the tenancy on April 30, 2026 after receiving the N12 notice, but did not specifically request that the Landlord prepare an N11 agreement.
25. The Tenant said she would not have considered signing the N11 agreement had she not received the N12 notice. She said she does not believe she will be able to get a new rental unit without a cosigner.
26. The Tenant said she read the N12 notice when it was given to her. The N12 notice was in the LTB's approved form, and includes a description of tenants' rights, including that the Tenant was not required to move out simply because she received the notice. She had a right to challenge the N12 notice at a hearing if the Landlord decided to pursue an application to the LTB.
27. The Tenant said that she signed the N11 agreement and knew what it meant. She also said that she noticed that the municipality was missing from the N11 agreement, but didn't say anything because she said documents from the Landlord frequently contained errors. The Tenant said she knew the agreement related to the rental unit, and figured that the error was the Landlord's problem.
28. I find that the N11 agreement was a valid agreement to end the tenancy. There was no evidence that the Tenant was coerced, forced, or pressured into signing it. The Tenant requested to end the tenancy on April 30, 2026 after receiving the N12 notice, the Landlord agreed, and the parties signed the N11 agreement. I accept that the Tenant knew the effect of what she was signing, and she knew that it was for the rental unit.
29. Since the Tenant knew the agreement was for the rental unit, the municipality missing from the N11 agreement that was signed did not prejudice the Tenant's ability to participate in an LTB proceeding in any way. The N11 form is substantially compliant with the requirements of the Act, pursuant to s. 212 of the Act.
30. The Tenant may now regret her decision to sign the N11 agreement, or her decision not to seek legal advice sooner, but regret does not undo a legally binding agreement.
31. As of the hearing date, the Landlord said she did not have a place to live, having sold her home. The sale closed in early February 2026.
32. The Tenant is concerned about her ability to find new accommodation given her income. I empathize with the Tenant's position in this regard, but the Tenant has had since December 2025 to secure other accommodation. This hearing took

place on February 19, 2026, at which time I informed the parties of my decision. This means that the Tenant will have over two months to secure other accommodation after being informed of this decision. I find that this is a reasonable amount of time to secure other accommodation.

33. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The request to review order LTB-L-105524-25 issued on January 5, 2026 is granted.
2. Order LTB-L-105524-25 issued on January 5, 2026 is cancelled and replaced by the following:
3. The tenancy between the Landlord and Tenant is terminated. The Tenant must move out of the rental unit on or before April 30, 2026.
4. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 1, 2026.

March 24, 2026
Date Issued

Mark Melchers
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.