



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

File Number: LTB-L-013639-26-SA

In the matter of: bsmt, 126 VISCOUNT DR
MARKHAM ON L6C2N7

Between: Gengeswary Ponnampalam Landlord

And

Kermit Kwong Tenant

Gengeswary Ponnampalam (the 'Landlord') applied for an order to terminate the tenancy and evict Kermit Kwong (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-013639-26, issued on February 17, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-013639-26.

The motion was heard by videoconference on March 25, 2026.

The Landlord's Legal Representative, A. Winch, the Landlord, and the Tenant attended the hearing.

Determinations:

1. There was no dispute that the Landlord and Tenant signed an Agreement to End the Tenancy (N11) as of May 1, 2026.
2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-013639-26.
3. The Tennat stated that when he signed the N11 he did not realize it was not what he was thinking. He also stated that he did not ask to terminate the tenancy and termination of the tenancy was not discussed. He believed the Landlord used the incorrect form and ought to have served him with a N12 Notice.
4. Under cross-examination, the Tenant confirmed that he set the date/time to meet with the Landlord to discuss the form, that he only read his name and date on the form, that he never asked any questions, nor did he ask for time to review the form.

5. The Landlord stated that she messaged the Tenant on WhatsApp that the lease is ending May 1, 2026 and she has a form to sign. She stated the Tenant responded that he will look at it after work the next day. On the next day, she stated she met with the Tenant and handed him a letter and the N11 to look at. She also stated that the Tenant simply said “okay” and asked for a pen to sign the N11. She then made him a copy and he left.
6. The Landlord presented the N11 form to the Tenant. The top of the N11 form states **“Agreement to End the Tenancy,”** then it lists the parties’ names, the address of the unit, and the statement **“The landlord and the tenant agreed that the tenancy will end on 01/05/2026. This is the termination date. The tenant will move out of the rental unit on or before the termination date.”**
7. The Tenant asserts there was no mutual discussion, however it was the Tenant who chose not to discuss the N11 form presented and he simply signed it. Given this, it would not be unreasonable for the Landlord to believe that the Tenant agreed and understood the purpose of the N11 form.
8. Additionally, there was no evidence that the Tenant was coerced into signing the N11 form. The Landlord prefaced the meeting with the tenancy term ending, the Tenant had an opportunity to review the N11 form and ask questions, but simply failed to do so. As well, although asserted by the Tenant, there was no evidence before me that the Landlord intended to occupy the rental unit herself and therefore ought to have served a N12 notice of termination.
9. The Tenant stated that his 89 year old mother resides with him in the rental unit and at this time he is looking for long term care for her, so he can move easily on his own.
10. Given that the Tenant may need some additional time to find suitable housing for his elderly mother and himself, I find that it would not be unfair to the delay the lifting of the stay until May 31, 2026. The stay of order LTB-L-013639-26 is lifted on May 31, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-013639-26, issued on February 17, 2026, is denied.
2. The stay of Order LTB-L-013639-26, is lifted on May 31, 2026.
3. Order LTB-L-013639-26 is unchanged.

April 1, 2026
Date Issued

Lisa Del Vecchio
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.