



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

Citation: JANAGAL v RODRIGUES BLANCO, 2026 ONLTB 18325

Date: 2026-04-01

File Number: LTB-L-005766-26-SA

In the matter of: BASEMENT, 12 CLARKE RD
LONDON ON N5W5W6

Between: RUPANDEEP KAUR JANAGAL Landlords
SAVNINDER SINGH JANAGAL

And

LUIS A RODRIGUES BLANCO Tenants
CARRIE SMALL

RUPANDEEP KAUR JANAGAL and SAVNINDER SINGH JANAGAL (the 'Landlords') applied for an order to terminate the tenancy and evict LUIS A RODRIGUES BLANCO and CARRIE SMALL (the 'Tenants') because the Tenants entered into an agreement to terminate the tenancy.

The Landlords' application was resolved by order LTB-L-005766-26, issued on January 26, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-005766-26.

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

The Landlord Rupandeep Kaur Janagal, the Landlords' Legal Representative Ravinder Bassi and the Tenants attended the hearing.

Determinations:

1. As explained below, I find that it would not be unfair in all of the circumstances to set aside order LTB-L-005766-26.

The Tenants' motion to set aside a final order

2. On October 3, 2025, the parties entered into a tenancy agreement. The Tenants rent the basement unit of a house the Landlords own.
3. The Landlords claim that on November 15, 2025 the parties met in person and mutually agreed to end the tenancy by signing an N11 Agreement to End the Tenancy form (the 'N11') with a termination date of December 31, 2025.
4. The Tenants paid the rent for October, November and December 2025.

5. The Tenants did not vacate the rental unit by the termination date.
6. On January 21, 2026, the Landlords applied to the Board for an eviction order without notice to the Tenants, based on the signed N11. The application was granted and an *ex parte* order issued on January 26, 2026 with a termination date of February 6, 2026.
7. Upon receiving the order, on January 28, 2026 the Tenants filed this motion to set aside.
8. The Tenant C.S. stated that they were surprised to receive the order because they never signed anything and never got any papers relating to ending the tenancy. She emphasized that they had paid the October, November and December 2025 rent.

The dispute behind the N11 Agreement to End the Tenancy

9. It is uncontested that the Landlords complained to the Tenants after the tenancy commenced that the Tenants were refusing to put the utilities accounts in their names, as agreed under the residential lease.
10. The Tenants state that the Landlords unlawfully insist that they pay for the utilities costs for the whole house even though the lease requires them to pay only for the utilities usage for their unit.
11. The Landlord R.J. testified that in November 2025, she kept calling and texting the Tenants to remind them of their obligation. The Landlords also believed the Tenants were smoking in the unit, in breach of the lease terms.
12. There is no dispute that the Landlords told the Tenants that if they did not transfer the utilities account into their name and pay the utilities bills, they would have to move out. R.J. recalls that the Tenants initially told her that they did not want to do so but then changed their minds about moving out.

The signing of the N11 Agreement to End the Tenancy

13. R.J. testified that, once the Tenants agreed to move out, she told C.S. that they intended to obtain legal advice about the proper way to terminate the tenancy based on the parties' mutual agreement and they would notify the Tenants about the process.
14. The Landlords contacted a lawyer who advised them to have the Tenants sign an N11 and suggested December 31, 2025 as the termination date.
15. R.J. stated that on November 15, 2025, both Landlords met with the Tenants at the rental unit. R.J. brought a copy of a completed N11 to give to them to sign. She indicated that the meeting lasted for 1 or 2 hours during which time the Tenants agreed to move out.
16. When asked by the Landlord's Legal Representative R.B. how the termination date was arrived at, R.J. stated that the Tenants offered to move out by December 31, 2025 and the Landlords were agreeable. She stated that the Tenants have not paid any rent since December 2025, which proves their consent.
17. I asked R.J. for specific details about the meeting, including how the N11 was presented and the circumstances surrounding the signing of the form.
18. R.J. replied that she read the N11 over with the Tenants line by line, that the Tenants understood what they would be signing and acknowledged that December would be the

last month of the tenancy. She recalls that they said they would move out as soon as possible, earlier than the termination date if they could find housing.

19. She also indicated that the Tenants did not ask for time to review the N11 or an opportunity to obtain suitable advice. When I asked if she had suggested to the Tenants that they take some time to review the document and to get legal advice if they wished, R.J. paused for some moments and then said that she did but the Tenants declined.
20. R.J. maintains that she told the Tenants about the likely consequences of signing or not signing the agreement. However, she did not articulate what she told them.

The validity of the Tenants' signatures

21. The Tenants insist that they did not meet with the Landlords at any time to discuss and sign an N11 and therefore they could never have signed the N11 that the Landlords presented to the Board in support of their L3 eviction application.
22. They are adamant that their signatures on the N11 were forged. They filed copies of their driver's licences for signature comparison.
23. The Landlord's Legal Representative submits that the Board merely has to look at the Tenants' signatures on the N11, on their rental application and on the lease agreement; all of which he filed with the Board, to conclude that the signatures are identical.

Payment of rent to the Landlords after the N11 was given

24. The Landlords acknowledge that they are holding a last month's rent deposit of \$1,500.00.
25. When the Landlord's Legal Representative R.B. asked the Tenant C.S. why they stopped paying the rent from January 2026 onwards, C.S.'s insisted that their signatures were forged. She then explained that January 2026 was the last month of the tenancy and so the last month's rent deposit was applied to that month.
26. R.B. asked C.S. to clarify whether they had planned to move out and expected the last month's rent deposit to be applied to January 2026. C.S. confirmed this.
27. C.S. further agreed that they did not pay the rent in February 2026, explaining that they needed the money to give to their next landlord for a first and last month's rent deposit. She stated that they were actively looking for alternative housing but it was difficult because of their limited income.

The Law

28. An N11 is a mutual, voluntary agreement—it is not a unilateral notice, nor an eviction notice – it does not require cause for termination.
29. Parties may willingly enter into an agreement to end the tenancy because it is mutually beneficial - they will each receive value from the agreement. However, an N11 may be rendered void if obtained by duress, undue influence, misrepresentation, or mistake.
30. Because of the serious consequences of an N11, the tenant's reason for ending the tenancy must be independently arrived at, unfettered by pressure or coercion.
31. A landlord and the tenant may agree to end the tenancy early by signing an N11, and they may agree to certain terms (e.g. cash for keys) as long as those terms do not explicitly

waive the tenant's statutory rights under the Act.¹ In other words, an N11 is not meant to be a substitute for a landlord's properly served notice of termination.

32. When called upon to determine whether a signed N11 is valid and enforceable, the Board will assess whether the tenant entered into the agreement (a) willingly and voluntarily, (b) understanding the consequences of signing the N11, and (c) knowing their legal options.
33. In short, the Board will consider whether the evidence establishes that the N11 represents a genuine "meeting of the minds" to end the tenancy early rather than a choice the tenant has made out of distress, fear or misunderstanding.
34. In doing so, the Board must look for evidence of procedural safeguards in relation to the giving and signing of N11s.

Analysis

The dispute about the signatures

35. Neither party presented or relied upon evidence from a handwriting analyst or expert to explain whether either of the Tenants' signatures were falsified.
36. Upon review and comparison of the Tenants' signatures on the rental application, residential lease agreement, N11 and the Tenants' licences, there appears to be no significant difference between C.S.'s signatures. In particular, C.S. signs her last name in a unique way, with an extra loop in the letter "m". I am satisfied on the balance of probabilities that C.S. signed the N11.
37. It is harder to assess the Tenant L.R.'s signature, as the documents presented shows that he signs his name in various ways which do not always match. Still, there are some similarities to his handwriting and I find it more likely than not that L.R. signed the N11.
38. The Tenants were unable to provide sufficient evidence to rebut authenticity. Therefore, I find that the Tenant's claim that their signatures were forged is highly unlikely.
39. This means that I also accept the Landlords' evidence that the parties met on November 15, 2025 and that the parties signed the N11 that day.
40. The Tenants presented no evidence to the contrary, for example, that they could not have met on that day because they were ill, or because they were otherwise occupied with obligations or commitments, or to establish that the Landlords were elsewhere that day.

Did the Tenants freely enter into an agreement to end the tenancy?

41. The Board must determine whether the Tenants made voluntary, informed choices to end the tenancy just prior to and when they signed the N11. An informed choice means that the party has given the decision careful thought before finalizing it.
42. I have considered the following, which instills doubt about whether a true collaboration of the parties occurred. It is undisputed that the Landlords:
 - told the Tenants repeatedly in the weeks before giving the N11 that the Tenants would have to move out of the rental unit because of their refusal to transfer the

¹ Subsection 3(1) of the Act does not permit parties to contract out of statutory protections.

utilities accounts into their names and because they objected to paying the entirety of the bills.

- chose, drafted and delivered the N11 in the midst of this contentious dispute.
- presented the N11 to the Tenants a mere six weeks after the tenancy began.

43. Other concerns arise about how the meeting on November 15, 2025 unfolded.

44. The Landlords did not provide the Tenants with a copy of the N11 in advance of the meeting or after the N11 was signed.

45. I am not persuaded that the Landlords carefully read over the N11 with the Tenants. I do not find the Landlord R.J.'s testimony credible on that point as evidenced by the Tenants' apparent confusion about the nature of the document.

46. The Landlords presented no corroborative evidence to show that they clearly relayed to the Tenants the available options and potential consequences, such as:

- the Landlords would have to serve an N5 notice of termination and file an eviction application based on the notice, which the Tenants could oppose at a hearing, and
- after signing the N11, the Landlords could apply to the Board, without notice to the Tenants, for an enforceable eviction order.
- the Tenants could file their own application disputing the utilities account, and be entitled to an LTB hearing to resolve the issues.

47. R.J. seemed surprised when I queried her about the due diligence she exercised during the meeting. Her subsequent vacillation on key answers caused me to consider whether she reconstructed or embellished the facts in response to the questions rather than offering a stable recollection of events that day. Where the evidence appears tailored to fill gaps to the Landlords' advantage, I assign it limited weight.

48. There is no dispute that the Landlords' lawyer proposed the termination date of December 31, 2025 and the Landlords presented this date at the meeting. I am not convinced that the Tenants chose the date as R.J. claims, or that the parties mutually agreed upon the date. I am satisfied that the Landlords required the Tenants to agree to that date.

49. The Landlords led no evidence of any communication exchanges that the Board would expect to be memorialized at the time the parties engaged in critical discussions about mutually agreeing to end the tenancy, showing that the parties negotiated fundamental terms of the agreement. Evidence would include letters, text messages, emails, audio recordings and the like in order to support a consensus having been reached.

50. A prudent landlord would confirm with the tenant, in writing, that the tenant might take the opportunity to consult with a legal advisor before signing. A cautious landlord would refer the tenant to the LTB for relevant information and direct the tenant to the "General Information" appended to the LTB's standard lease agreement. There is no evidence before the Board that this occurred.

51. Additionally, the Landlords offered no evidence that, pursuant to a true agreement, they discussed or negotiated common post-agreement terms at the meeting, including: the condition the unit is to be left in, money to be exchanged if that was the case, arrangements for a move-out inspection and the return of the unit keys.

52. If the Landlords legitimately believed a mutual termination was reached, their behaviour would reasonably reflect preparation for repossessing the unit. Since they did not, this makes the N11 functionally resemble a unilateral notice, not a mutual agreement.
53. The other problem for the Landlords is that they did not apply the last month's rent deposit to December 2025 as required under the Act, which the Landlords maintain was the last month of the tenancy. To the contrary, they accepted the rent from the Tenants for that month. They offered no explanation nor presented any evidence to show that the parties had discussed when the deposit would be applied so as to accord with their mutual understanding that the tenancy was terminating on a set date.
54. The Landlords were also unable to substantiate their position by presenting evidence of communications between the parties *after* the N11 was signed, as the Board often receives and anticipates receiving, demonstrating routine exchanges between the parties about fine-tuning any 'move-out' arrangements as the termination date draws near.
55. That said, I must note that C.S.'s evidence tended to be confusing and vague. As the Landlord's Legal Representative astutely pointed out, the Tenants' assertion that the last month's rent deposit was to be applied to January 2026, when combined with their decision not to pay any more rent, seems inconsistent with having no knowledge of a formal agreement to end the tenancy.
56. The Tenants are ordinary people and it is clear that they are not well-versed in landlord and tenant law. They are older individuals and C.S. lives with disabilities. The Landlords pointed out that the shelter portion of C.S.'s ODSP funds could be directed towards rent.
57. What rings true from C.S.'s testimony is that the Tenants decided to look for alternative housing when, shortly after they began to occupy the unit, the Landlords began pressuring them to move out. It is highly unlikely that the Tenants had received more than one utilities bill by November 15, 2025. The Landlords' real and primary issue was that the Tenants refused to transfer the utilities account for the entire house into their names.
58. The Tenants also allege that, shortly after they took occupancy, they discovered that the rental unit was illegal, implying that their knowledge of this status may have contributed to the Landlords wanting to avoid the LTB hearing process.
59. I must consider whether the Tenants were improperly pressured by the Landlords into signing the N11 or whether the evidence tends to establish that the Landlords misrepresented the law to circumvent the LTB process.
60. I have no doubt that the Tenants orally agreed to move out prior to the N11 being given. According to C.S., the tenancy could not be sustained under pressure from the Landlords to move out and so they began looking at other housing options where utilities costs were fairly charged or, alternatively, included in the rent. The Tenants did not file a tenant's application to dispute the utilities arrangement and did not seem to know they could.
61. What seems to have happened is that the Tenants believed from the way the Landlords presented the N11 that it was a notice of termination, rather than a final agreement to end the tenancy. They may have presumed that the December 31, 2025 termination date represented a tentative target date, not a firm move out date.

62. In that case, it is more likely than not that the Tenants did not realize that the Landlords could apply to the Board, without notice to them, to evict them based on the N11.
63. Alternatively, it is conceivable that the Landlords gave the N11 to the Tenants with a blank termination date, filling in the date after the N11 was signed. This would be harmonious with the Tenants' contention that they were unaware of a December 31st termination date.
64. I have considered that the Tenants expressed genuine shock at receiving the eviction order. The steps the Tenants took after receiving the order are consistent with the Landlords not explaining to them the consequences of the N11.
65. The Tenants filed this motion without delay. They attended this hearing. If there was a mutually agreed upon N11, it made more sense for the Tenants to file the motion with the intent of postponing the eviction, as opposed to claiming that the N11 was invalid. Tenants commonly file motions to set aside *ex parte* orders on that basis.
66. The Landlords ought to have served the Tenants with a notice of termination if they wanted to end the tenancy based on the alleged breaches of the tenancy agreement. A proficient landlord could have, in fairness, presented the option to the Tenants of filing their own application if they wanted to settle the dispute. In my view, presenting an N11 to tenants without taking those steps invites heightened scrutiny of the N11 process.
67. All of above allows the Board to draw the reasonable inference that the parties did not share a clear, negotiated understanding of a firm year-end termination.
68. The consequences of signing an N11 Agreement are serious. Such agreements are not easily set aside and so every precaution must be taken to ensure that the parties freely and prudently reached a mutual meeting of the minds.
69. I find that the Landlords' actions and omissions during the N11 process invalidate the Tenants' consent. The N11 is void and cannot be relied upon to terminate the tenancy.
70. Based on the evidence and submissions before the Board, I am satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order.

It is ordered that:

1. The motion to set aside Order LTB-L-005766-26, issued on January 26, 2026, is granted.
2. Order LTB-L-005766-26 is set aside and cannot be enforced.
3. The Landlords' application is dismissed.

April 1, 2026
Date Issued

Elle Venhola
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.