



**Order under Section 77
Residential Tenancies Act, 2006**

File Number: LTB-L-008606-26

**In the matter
of:** 14 TRAVERS GATE
SPRINGWATER ON L9X0S9

Between: Natalya ANDRYUSCHENKO Landlord

And

Chantelle BREAU Tenant

Natalya ANDRYUSCHENKO (the 'Landlord') applied for an order to terminate the tenancy and evict Chantelle BREAU (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

A hearing was held to consider this application.

This application was heard by videoconference on March 3, 2026.

Only the Landlord and the Landlord's Legal Representative Tigran Sandukhchyan attended the hearing.

As of 9:24am the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord and Tenant entered into an agreement to terminate the tenancy as of February 1, 2026.
2. At the hearing the Landlord testified that the Tenant Chantelle Breau sent her a text message on November 30, 2025 indicating that she intended to terminate the tenancy as her mother was ill and she intended to move home. The Landlord testified that the parties agreed to terminate the tenancy effective January 31, 2026, and meet for the Landlord to pickup the keys and complete a walkthrough on February 1, 2026. The parties did not sign and N9 or N11 form to terminate

the tenancy, and the Landlord relied on a series of text messages between the parties agreeing to terminate the tenancy.

3. However, the Tenant phoned the Landlord around the third week of January 2026 and explained that her plans had changed, and she did not intend to move out as she had nowhere to go. The Landlord testified that the Tenant did not pay the lawful monthly rent in January or February 2026.
4. The Landlord also testified that the lease agreement originally included a Grayson Breau, the Tenants partner. However, the Landlord testified that the Tenant informed her approximately one year ago that Grayson Breau had moved out of the rental unit. The Landlord testified that she did not have much information about Grayson Breau beyond that the Tenant had informed her they had divorced.
5. While Grayson Breau was not involved in the discussion to terminate the tenancy, I am satisfied based on the Landlord's uncontested testimony that he vacated the rental unit over one year ago, and the intention between the parties was that the tenancy continue with the Tenant Chantelle Breau alone. I note that he has been absent from the rental unit for over one year and did not attend the hearing. Accordingly, I am satisfied that the text messages between Chantelle Breau and the Landlord are sufficient to terminate the tenancy even if Grayson Breau was not a direct participant in these discussions.
6. This matter was originally directed to a hearing on the basis that the Board could not determine that the text messages requesting termination of the tenancy came from the Tenant. However, based on the Landlord's uncontested evidence I am satisfied that the text messages came from the Tenant and note that while the text messages do not contain a full name and address for the Tenant, they do bear the name "Chantelle" which matches the Landlord's uncontested testimony that the text messages were sent by the Tenant.
7. Ultimately, I am satisfied that the Landlord has demonstrated that there was an agreement to end the tenancy. While no N9 or N11 was relied on by the Landlord I am satisfied that the text messages between the parties are sufficiently clear and indicated that the Tenant requested termination of the tenancy, which the Landlord agreed to that the parties reached a mutually acceptable date to terminate the tenancy. I also note that the Tenant has not paid rent since the termination date agreed to by the parties, which suggests an intention that the tenancy was to end effective February 1, 2026.
8. While the Tenant subsequently telephoned the Landlord to indicate that she did not intend to vacate, the Tenant did not attend the hearing to provide testimony and absent this testimony and in consideration of the clear intention of the parties to terminate the tenancy I am satisfied that the Landlord and Tenant entered into an agreement to terminate the tenancy as of February 1, 2026.

Section 83

9. 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. The Landlord was not aware of any of the Tenant's circumstances that would support delaying or denying eviction. The Tenant did not attend and thus I did not have an opportunity to hear evidence from them on the issue. Considering all the circumstances, I am satisfied that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and Tenant is terminated. The Tenant must move out of the rental unit on or before April 12, 2026.
2. If the unit is not vacated on or before April 12, 2026, then starting April 13, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 April 13, 2026.

April 1, 2026
Date Issued

Reid Jackson
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 October 13, 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.