



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

File Number: LTB-L-003746-26-SA

In the matter of: 55 SUN ROW DR
TORONTO ON M9P3H5

Between: Tom Cina Landlord
Connie Cina

And

Brian Fox Tenant
Raymonde Fox

Tom Cina and Connie Cina (the 'Landlord') applied for an order to terminate the tenancy and evict Brian Fox and Raymonde Fox (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-003746-26, issued on January 26, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-003746-26.

The motion was heard by videoconference on March 3, 2026.

The both named Landlords and both named Tenants attended the hearing.

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.

Determinations:

1. The Landlord and Tenant entered into an agreement to terminate the tenancy as of February 28, 2026.
2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-003746-26.
3. The stay of order LTB-L-003746-26 is lifted on August 31, 2026.

The Agreement to Terminate

4. I am satisfied that the Landlord and Tenant entered into an agreement to terminate the effective as of February 28, 2026. The Landlord originally provided an N11 Agreement signed by the Tenant Brian Fox only. Accordingly, the Board declined to issue an ex-parte order as both Tenant's had not signed. Subsequently on January 16, 2026, the Landlord provided an N11 which was signed by all parties including the Tenant Raymonde Fox. I am also satisfied that the Landlord's Application was filed no later than 30 days after the termination date.
5. At the hearing the Tenant Brian Fox did not dispute that he had signed an N11 agreement to terminate the tenancy effective February 28, 2026. However, he testified that he did not realise what he was signing. He testified that the Landlord was saying they would give him some time to find a new apartment and also agreed to give the Tenant's \$10,000.00 in compensation for signing the N11 to Terminate the tenancy, and the Tenants would be permitted not to pay rent between the signing and the termination date of February 28, 2026, which would be subtracted from the \$10,000.00 paid by the Landlord.
6. The Tenant testified that the next thing he knew he could not find a place to rent as he and his wife only receive old age pension and everything available was well outside their budget. He testified that they have lived in the rental unit since 1991 and wish to continue paying the rent and remain in the rental unit.
7. The Tenant testified that it was his guess that he was confused by the agreement to terminate but went along with the Landlord and took his word. He testified that he did not know why the Landlord wanted him to sign, but his guess was that they wanted to sell the rental unit as it had been listed for sale previously and had not sold.
8. The Tenant also testified that after he signed the agreement his family was telling him he should not have done so, as \$10,000.00 will be nothing. He testified that he wanted more compensation from the Landlord than \$10,000.00. he testified that he could not remember making a counteroffer of \$20,000.00, but instead made a counteroffer of \$40,000.00 or \$50,000.00.
9. The Tenant Raymonde Fox testified that she was so confused it is unbelievable, and it was almost impossible to read her handwriting on the Notice of Termination.
10. The Landlord Connie Cina testified that they considered ending the tenancy because they can no longer maintain two homes and are getting old and need the money from a sale. The Landlord also testified that they have to pay taxes of \$6000.00 on the rental unit, making it unsustainable. The Landlord confirmed that they intend to sell the rental unit.
11. She testified that they recognise that the rent for the unit, which is large and on a big lot, is affordable for the Tenant's and testified that they wanted to assist the Tenants by offering them compensation to vacate as part of cash for keys deal as the Landlord's are not ignorant of the housing crisis in Toronto. She testified that the terms were communicated to the Tenant's in writing and they had ample opportunity to review them with Brian Fox signing on November 21, 2025, and Raymonde Fox signing on January 16, 2026.

12. The Landlord Tom Cina testified that in his view the Tenant's understood the terms of the agreement to terminate the tenancy and were never pressured into signing.

Analysis

13. While the Tenant's alleged that they did not realise what they were signing and were confused by the agreement to terminate, and only went along with what the Landlord wanted, I found the Tenant's testimony to be inconsistent on this point. For example, while the Tenant testified that they did not understand the agreement the Tenant Brian Fox also testified that he made the Landlord a counteroffer of \$40,000.00 - \$50,000.00 as part of the cash for keys deal. This indicates to me that the Tenant's understood the underlying agreement and understood it well enough to seek additional compensation in exchange for the termination of the tenancy.
14. In addition, the Tenants have not paid rent since November 2025, which also indicates that they understood the terms of the agreement as they were permitted to withhold rent as part of the \$10,000.00 compensation package they were offered.
15. Instead, I find it is more likely that the Tenant's signed and understood the agreement to terminate the tenancy and thereafter felt remorse about the amount of compensation provided. The Tenant Brian Fox testified that he spoke with his family who indicated to him that the \$10,000.00 the Tenant received will "be nothing" and the Tenants also realised they would struggle to secure an alternate rental unit.
16. Additionally, the Tenant also seemed to request that the Board order additional compensation be paid to them to vacate the rental unit, which suggests that the Tenant's primary dispute is with the amount of consideration offered by the Landlord, rather than a misunderstanding of the agreement to terminate itself.
17. Additionally, I am not satisfied that the Landlord acted in bad faith or attempted to hide that their ultimate intention was to sell the property after the Tenant's had vacated. The Landlord was candid about this intention and based on the Tenant's testimony it appears they were aware that this was the Landlord's intention.
18. Therefore, I am not satisfied that the agreement was signed due to common mistake, fraud, duress, misrepresentation, lack of capacity or unconscionability.

The Lifting of the Stay

19. The Tenants sought a delay of six months. The Tenant Brian Fox testified that he has heart issues, gout, and is a cancer survivor. Additionally, the Tenant Raymonde Fox was recently hospitalized and needs assistance in moving around. The Tenant's are both seniors in their 80's with a limited pension income and testified that they would struggle to secure alternate housing.

20. The Landlord also testified to financial difficulties, which prompted their decision to offer cash for keys deal and termination of the tenancy in order to sell the rental unit, which they can no longer afford to carry, and I have also considered that the Tenant's have not paid rent since the agreement to terminate was signed.
21. Given the length of the tenancy, the advanced age of the Tenant's, their health, and the difficulty they will have in secure alternate comparable accommodation I am satisfied that a lengthy delay is warranted to allow the Tenant's the opportunity to secure alternate housing in consideration of their limitations. Therefore, I shall delay the lifting of the stay to August 31, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-003746-26, issued on January 26, 2026, is denied.
2. The stay of Order LTB-L-003746-26, is lifted on August 31, 2026.
3. Order LTB-L-003746-26 is unchanged.

April 8, 2026

Date Issued

Reid Jackson

Member, Landlord and Tenant Board

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