



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

File Number: LTB-L-103138-25-SA

In the matter of: Room #2 off Kitchen Basement Unit, 2804
EVERTS AVE
WINDSOR ON N9E2V2

Between: Keven Sax Landlord

And

Bryan Edward Duff Tenant

Keven Sax (the 'Landlord') applied for an order to terminate the tenancy and evict Bryan Edward Duff (the 'Tenant') because the Tenant gave notice to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-103138-25, issued on December 10, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-103138-25.

The motion was heard by videoconference on January 19, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Kristin Jarvis.

Determinations:

1. It is uncontested that the Tenant gave the Landlord notice to terminate the tenancy effective December 31, 2025.
2. The Tenant testified that he and Nathan (his roommate) were supposed to move to a place together but three days later, Nathan backed out due to family issues. The Tenant later confirmed in December, Nathan backed out.
3. The Tenant confirmed he did not inform the Landlord that he wanted to cancel his move out notice or that he wanted to continue to reside at the property.
4. The Tenant asserts the Landlord wants him out and has attempted to steal his mail so that he would miss the hearing. Aside from suspicion the Tenant has failed to present anything concrete in support of this assertion.

5. The Landlord opposes the Tenant's motion and the allegation of the Landlord stealing the mail; the Landlord explains the residents are responsible for collecting and distributing the mail as he is not often at the property.
6. The Landlord submits when the Tenant gave him notice to vacate, he accepted the notice and relied on it. At no point did the Tenant revoke his notice or indicate his plans had changed. The Landlord seeks that the motion be denied, and the stay be lifted immediately.

ANALYSIS

7. An agreement to terminate is a binding written contract. Absent a compelling reason to set the agreement aside, I believe the Board should enforce agreements entered into by landlords and tenants. Compelling reasons to set aside such an agreement would include, but is not limited to, things like duress; fraud or negligent misrepresentation; or mistake of fact or law.
8. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-103138-25. I say this for the following reasons.
9. It is clear that the Tenant gave notice to terminate the tenancy on December 31, 2025 and the Landlord relied on this notice. I do not find this agreement was the result of undue coercion or pressure by the Landlord. In fact, the Tenant and his roommate initiated this notice based on their plans which have now fallen through. The Tenant has not communicated this to the Landlord.
10. As such, I find the Tenant was not legally entitled to stay in the rental unit past December 31, 2025. Therefore, I am not satisfied on a balance of probabilities that having regard to all the circumstances, it would not be unfair to set side the eviction order.
11. I must turn my mind to when to lift the stay.
12. Given the evidence before me, the fact that the Tenant is the sole occupant of the rental unit, I do not find a delay to be warranted under the circumstances.
13. The stay of order LTB-L-103138-25 is lifted immediately.

It is ordered that:

1. The motion to set aside Order LTB-L-103138-25, issued on December 10, 2025, is denied.
2. The stay of Order LTB-L-103138-25, is lifted immediately.
3. Order LTB-L-103138-25 is unchanged.

April 9, 2026
Date Issued

Sonia Anwar-Ali
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.