



Order under Section 57 Residential Tenancies Act, 2006

Citation: Canfield v Fotopoulos, 2026 ONLTB 30697

Date: 2026-04-15

File Number: LTB-T-047415-25

In the matter of: 309, 1800 SIMCOE ST N
OSHAWA ON L1G0C2

Between: Monique Canfield Tenant

And

Dimitra Fotopoulos Landlords
Mark Scanlon

Monique Canfield (the 'Tenant') applied for an order determining that Dimitra Fotopoulos and Mark Scanlon (the 'Landlords') gave a notice of termination in bad faith.

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

The Landlords, their legal representative Sophia Lavimodiere, the Tenant's legal representative Rachel Stojni and Tenant attended the hearing.

Determinations:

Preliminary Issue – Motion to dismiss

1. The Landlord made a motion to dismiss the matter under Section 197(1) of the Residential Tenancies Act where it is outlined that:

197 (1) The Board may dismiss an application without holding a hearing or refuse to allow an application to be filed if, in the opinion of the Board, the matter is frivolous or vexatious, has not been initiated in good faith or discloses no reasonable cause of action. 2006, c. 17, s. 197 (1).

2. In their submissions it was outlined that on or about May 22, 2024, the Landlord entered into an Agreement of Purchase and Sale of the property with Kulsum Begum and on or about June 28, 2024, the Landlord served the Tenant with an N12 for the purpose of the purchaser's own use.

3. On or about July 5, 2024, the Tenant's Representative proposed a "Cash for Keys" offer to the Landlord through the Landlord's legal representative which was accepted by the Landlord.
4. There was no dispute that subsequently the Tenant signed an N11 form, an *Agreement to Terminate the Tenancy* on July 31, 2024 and a release, as executed by the Tenant through the Tenant's legal representative on July 18, 2024.
5. The Landlord makes the motion to dismiss as they submit that the cash for keys agreement as entered into between the parties was initiated by the Tenant and that the terms as agreed to were reviewed by the Tenant's own legal representative Sarah Tarantino. Further, that the release as attached to the N11 contained terms which preclude the Tenant from advancing their T5 application before the Board, that is, that there is no reasonable cause of action.
6. Specifically, the release as signed by the Tenant on July 18, 2024, on the same date as the N11 form, in exchange for \$5,500.00 outlined the following terms:

7. The Tenant takes issue with the rental property being subsequently relisted for sale on or about September 3, 2024 and listed for rent on or about November 21, 2024 for higher rent.
8. The Tenant's representative submitted that when the original purchase and sale agreement fell through, the Landlord failed to notify the Tenant. That armed with this information the outcome of the termination of the tenancy would have been different.
9. Based on the evidence as before the Board the Tenant voluntarily entered into the signing of the N11 agreement, that is, there was no evidence of duress and if not for approaching the Landlord with the cash for keys proposal, the Tenant may have continued to reside in the rental unit.
10. As noted at the time of hearing, in review of the release terms, it is clear that the intent of the parties was to enter into an agreement which resolved all issues as arising from the tenancy. Simply, the words as carefully selected and crafted in the release document represent a full and final settlement.
11. For the reasons as outlined above, as conveyed at the time of hearing, the application is dismissed on the Landlord's motion.
12. I have considered the Landlords' request for legal costs in connection to their representation at the hearing. I rely on LTB *Interpretation Guideline 3* where it is outlined that :

"The Board has a discretionary power similar to that of the Courts to order costs.

Subsections 2, 3 and 4 of section 204 of the Residential Tenancies Act, 2006 (the "RTA") provide that:

2. The Board may order a party to an application to pay the costs of another party.
3. The Board may order that its costs of a proceeding be paid by a party or the party's paid representative.
4. The amount of an order for costs shall be determined in accordance with the Rules.

This Guideline sets out the Board's position on when it may be appropriate to order costs. *The Board should not use its power to order costs in a way which would discourage landlords and tenants from exercising their statutory rights.*

Generally, costs may be ordered where a party's conduct in the proceeding was unreasonable...."

13. Given the matter as before the Board, while the Landlord's motion to dismiss has been granted I accept that the Tenant filed their application and outlined claims within in the spirit of exercising their statutory right. Further, and although the Landlords may disagree, I considered there was no unreasonable conduct in the proceeding by the Tenant nor their representative.

14. Therefore, the request for costs is denied.

15. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant's application is dismissed.

April 15, 2026
Date Issued

Alicia Johnson
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.