



Order under Section 77 Residential Tenancies Act, 2006

Citation: Stubbs v Bowles, 2026 ONLTB 35566

Date: 2026-05-06

File Number: LTB-L-004285-26

In the matter of: Bsmt, 1525 Pharmacy Avenue
Scarborough ON M1R2K1

Between: Patrick Stubbs

Landlord

And

Chantelle Bowles

Tenant

Patrick Stubbs (the 'Landlord') applied for an order to terminate the tenancy and evict Chantelle Bowles (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 February 11, 2026.

The Landlord and the Tenant attended the hearing

Determinations:

1. The Landlord filed his L3 application, alleging that the Tenant had agreed to terminate the tenancy on January 1, 2026, and she had not vacated the rental unit on January 1, 2026.
2. The matter was sent to a hearing because the Landlord's application did not include a valid N9 or N11 form signed by the Tenant. He disclosed a series of emails between him and the Tenant. The Member reviewing the application for issuance of an *ex parte* eviction order wrote, "The emails are not clear to me that the Tenant has agreed to terminate the tenancy as of January 1, 2026."
3. At the hearing, the Landlord testified that there was an agreement between the parties for the tenancy to terminate on January 1, 2026. In order to support his

testimony, he submitted into evidence the following series of emails. The Landlord responded to the Tenant's email, sent to him on October 31, 2025, in which she wrote "...and I'll be moved out by January 1st to make it easier for the both of us well mostly u..." with a response by him writing "you said \$500 and move out before jan 1. You can leave it alone now."

4. The Tenant said that she did, in fact, send the email, but she only wrote that she was going to leave because the Landlord had instructed her to leave. She said the email was 'spur of the moment' because she was very frustrated. The Tenant said that she does not want to leave unless she finds an alternative place to live.
5. I find that the Landlord and the Tenant did not enter into a valid agreement to terminate the tenancy for the following reasons.
6. The series of emails submitted by the Landlord to support his submission that there was an agreement between the parties for the Tenant to leave were not presented in their larger context. The context of the emails between the parties was an argument about the Tenant's failure to pay the rent, and also about her behaviour in the residential complex. The Landlord repeatedly wrote to the Tenant to ask for rent payment, or to ask the Tenant to ameliorate her behaviour in the residential complex. In an earlier email, also on October 31, 2025, the Landlord wrote to the Tenant, "If this is your notice to vacate, you will have to be out by January 1. If it's not, I will give you the eviction notice to be out by January 1 due to multiple violations of house rules. If you do not pay rent for November, the date to leave will be December 1. Rent is due by today, end of day."
7. In the series of emails, the Landlord was threatening to evict the Tenant for a number of reasons, so the Tenant responded that she would leave. It is clear that the Tenant was worried about her tenancy, and she was attempting to appease the Landlord. This was not a genuine agreement to leave, as contemplated by section 77(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act'). If parties have arrived at a genuine agreement, a "meeting of the minds" as it were, then a Landlord is entitled to apply to the Board for an *ex parte* eviction order. I find that it is disingenuous of the Landlord to submit that this series of emails was an agreement between the parties, when the alleged "agreement" was in the context of threats of eviction and appeasement by the Tenant. In that context, I find that the Landlord cannot have genuinely believed that there was an agreement between the parties. If the Landlord has legitimate reasons to evict the Tenant, he must file a proper notice of termination so that the Tenant will vacate pursuant to the notice, or if she does not, he must file an application with the Board to obtain a valid eviction order.

It is ordered that:

1. The Landlord's application is dismissed.

May 6, 2026
Date Issued

Nancy Morris
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.