



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-077489-25

In the matter of: 117, 48 SUNCREST BLVD
THORNHILL ON L3T7Y5

Between: Peter Nguyen Tenant

And

Ian Vanek Landlord

Peter Nguyen (the 'Tenant') applied for an order determining that Ian Vanek (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 19, 2026.

The Landlord and the Tenant attended the hearing.

Preliminary Issue – Board jurisdiction under the Residential Tenancies Act, 2006 to grant relief sought

1. This application was brought by the Tenant as a T1, Tenant Application for a Rebate of Money the Landlord Owes, under Reason 6 the Landlord gave me one of the following notices to end my tenancy and did not pay me compensation by the termination date on the notice. The only remedy claimed by the Tenant is \$6,000.00, characterized as compensation allegedly owed by the Landlord.
2. The issue to be determined is whether the Board has jurisdiction under the Residential Tenancies Act, 2006 (the 'Act') to order the Landlord to pay \$6,000.00 arising from an agreement in which the Tenant agreed to sign an N11 and vacate the rental unit in exchange for that payment.

Determinations:

1. The Tenant and Landlord entered into an agreement whereby the Tenant agreed to terminate the tenancy by signing an N11 – Agreement to Terminate a Tenancy. As part of that agreement, the Landlord agreed to pay the Tenant \$6,000.00.
2. The Tenant signed the N11 and vacated the rental unit in accordance with the agreement. The Landlord did not pay the \$6,000.00 to the Tenant.

3. The Board's jurisdiction is entirely statutory. Pursuant to subsection 168(2) of the Act, the Board is authorized to determine applications made under the Act and to make orders that the Act authorizes. The Tenant has brought this application under a T1 application. The scope of a T1 application is limited to the remedies set out in the Act, including circumstances where a Landlord has collected or retained money in contravention of the Act, or charged an illegal fee.
4. The amount claimed by the Tenant is not money that was collected from the Tenant by the Landlord. Nor is it an illegal charge or fee prohibited by the Act. Instead, the \$6,000.00 arises from an agreement between the parties whereby the Tenant agreed to terminate the tenancy in exchange for payment. This agreement is separate and distinct from any statutory obligation imposed by the Act, including the compensation requirements set out in section 48.1, which apply only in the context of a notice of termination for landlord's own use.
5. The tenancy in this case was terminated by agreement pursuant to an N11, not by a notice of termination under section 48 of the Act. As such, the statutory compensation provisions do not apply. The Tenant's claim is therefore, in substance, a claim for breach of a private agreement.
6. S.202 of the Act requires the Board to ascertain the real substance of all transactions and activities relating to a residential complex. Applying that provision, I find that the substance of this claim is the enforcement of a contractual obligation. However, s.202 of the Act does not expand the Board's jurisdiction. It operates only within the scope of matters that the Board is otherwise authorized to determine under the Act.
7. There is no provision in the Act that grants the Board authority to enforce a private agreement of this nature or to order payment of funds arising solely from such an agreement. The Board's remedial authority under a T1 application does not include the power to award damages for breach of contract. While the Landlord submitted that the matter is a "personal contract" and outside the Board's jurisdiction, I find more precisely that the claim does not fall within any application or remedy authorized by the Act.
8. A cash-for-keys agreement presents jurisdictional challenges for the Board. The Act gives the Board no jurisdiction to enforce the Landlord's obligations under such an agreement should the Landlord be in default of them. The cash-for-keys agreement may impose promissory obligations of the Landlord, but if these are not met, the absence of delegation of statutory authority to the Board means that any recovery for a failure of the Landlord to perform remains in the courts of common law. Superior Court retains exclusive jurisdiction to enforce such agreements.
9. Accordingly, I find that the Board does not have jurisdiction to determine the remedy sought by the Tenant on his T1 application or to grant the requested relief.

It is ordered that:

1. The Tenant's application for \$6,000.00 arising from the agreement to terminate the tenancy is dismissed for lack of jurisdiction.

2. The dismissal is without prejudice to the Tenant's right to pursue the claim in another Court of competent jurisdiction.

May 8, 2026
Date Issued

Nathan Korenberg
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.