



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

File Number: LTB-L-019417-26-SA

In the matter of: 3 CHERRYDALE CRT
SCARBOROUGH ON M1C3H1

Between: Pria Nippak Landlord

And

Karl Drysdale Tenant

Pria Nippak (the 'Landlord') applied for an order to terminate the tenancy and evict Karl Drysdale (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-019417-26, issued on March 9, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-019417-26.

The motion was heard by videoconference on April 21, 2026.

The Landlord Pria Nippak, Landlord's Legal Representative Taff Butters, Landlord's Agent Faifal Rana, Tenant's Legal Representative Michael Tadros, and the Tenant Karl Drysdale attended the hearing.

Determinations:

1. For the reasons that follow, I find on a balance of probabilities that the Landlord and Tenant entered into an agreement to terminate the tenancy as of February 14, 2026.
2. The Tenant acknowledged signing the N11 on January 9, 2026. The evidence establishes that the Tenant had possession of the agreement for approximately 1.5 weeks prior to signing it and had an opportunity to review it and seek legal advice. The Tenant's own evidence was that they indicated to the Landlord's Agent that they wished to review the document and possibly consult a lawyer before signing. Despite this, the Tenant ultimately chose to sign the N11.
3. I accept the evidence of the Landlord's Agent that the Tenant appeared to understand the nature of the document and did not express confusion or raise concerns at the time of signing. The N11 form clearly states that it is an agreement to terminate the tenancy. I find that a reasonable person would understand the nature and consequences of signing such a document.

4. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-019417-26.
5. The Tenant submits that they were misled into signing the N11 based on an alleged understanding that rent arrears would be forgiven. However, I do not find this evidence persuasive. The Landlord's Agent denied offering to forgive arrears in exchange for signing the N11. While I accept that arrears were discussed leading up to the signing of the agreement, I am not satisfied on a balance of probabilities that there was any binding promise or misrepresentation that arrears would be waived.
6. I note inconsistencies in the Tenant's evidence. At various points, the Tenant asserted both that they did not understand the agreement and that they signed it as part of a "cash for keys" arrangement. The Tenant also acknowledged taking steps to move out after signing the agreement, which supports a finding that they understood and intended to comply with the N11 at the time.
7. I find that the Tenant's evidence is more consistent with regret after entering into the agreement, rather than evidence of misrepresentation, coercion, or incapacity.
8. I also do not accept the Tenant's argument that the N11 is invalid because other occupants were not named. The documentary evidence before the Board, including the tenancy agreement, establishes that Karl Drysdale is the sole named tenant. There is no evidence before me that any other occupants are parties to the tenancy agreement with the Landlord. As such, the N11 properly reflects the parties to the tenancy and is not invalid on this basis.
9. Moreover, I find that the agreement served a rational purpose for the Tenant. At the time the N11 was signed, significant rent arrears had accrued. Regardless of any later adjustment to the lawful rent, the arrears were substantial. Entering into the N11 allowed the Tenant to limit further accumulation of rent arrears and associated liability. In my view, this constitutes a reasonable and understandable basis for entering into the agreement.
10. The stay of order LTB-L-019417-26 is lifted on June 22, 2026.
11. The Tenant testified that they are actively in the process of vacating the rental unit and requested time to complete their move, indicating that they expect to vacate by mid-May. In the circumstances, I find it appropriate to allow a brief additional period following the issuance of this order to permit the Tenant to complete their move in an orderly manner.
12. I have considered the ongoing prejudice to the Landlord, including continued occupancy without full payment of rent and the accumulation of arrears. Balancing these factors, I find it appropriate to delay the lifting of the stay for a short, defined period. This provides the Tenant with a final opportunity to vacate voluntarily while ensuring that the Landlord is not unduly prejudiced by further delay.

It is ordered that:

1. The motion to set aside Order LTB-L-019417-26, issued on March 9, 2026, is denied.
2. The stay of Order LTB-L-019417-26 is lifted on June 22, 2026.

3. Order LTB-L-019417-26 is unchanged.

June 11, 2026
Date Issued

Kyle Anderson
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.