



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

Citation: Dिकासmirro v Gosselin, 2026 ONLTB 48647

Date: 2026-06-25

File Number: LTB-L-023607-26-SA

In the matter of: Upper Level A, 73 Maple Crescent
Atikokan ON P0T1C0

Between: Diana Dिकासmirro Landlord

And

Shanna Gosselin Tenant

Diana Dिकासmirro (the 'Landlord') applied for an order to terminate the tenancy and evict Shanna Gosselin (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-023607-26, issued on March 20, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-023607-26.

The motion was heard by videoconference on June 17, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Landlord and Tenant entered into an agreement to terminate the tenancy as of February 18, 2026.
2. An N11 agreement to terminate the tenancy was signed by the Tenant and the Landlord on January 31, 2026. The date of termination on this agreement is February 18, 2026.
3. Both parties confirmed that they signed this agreement at the hearing. I am satisfied that the Tenant signed the agreement willingly, based on the testimony provided at the hearing.
4. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-023607-26.
5. The Tenant continues to live in the rental unit. However, she has not continued to pay her rent. At the hearing, the Tenant testified that half of her rent for May 2026 and her entire

rent for June 2026 was not paid as of the hearing date. She testified that she is currently not earning any income on a month-to-month basis.

6. The Landlord testified about her plans for the rental unit. The Landlord owns two units: the one occupied by the Tenant, and a lower unit below it. She testified that she is in the process of renovating the lower unit to rent it out and that she plans to use the upper unit as a place to stay during these renovations. The rental units are in Atikokan, while the Landlord lives in Kenora and must travel to carry out the renovations.
7. If the Board were to allow the Tenant to remain in the unit despite her agreement to vacate, the Landlord would effectively be deprived of the benefit of both units: she is not receiving income from the Tenant's unit and – because of the Tenant's continued presence in the unit – she cannot use the rental unit as a place to stay while renovating the lower unit. Therefore, I find that it would be unfair to set aside the termination order.
8. The stay of order LTB-L-023607-26 is lifted on July 31, 2026.
9. The Tenant testified at the hearing that she would struggle to find new housing and that being evicted would potentially jeopardize her ability to enter a residential treatment program for her addiction disorder. She testified that she expects this treatment program to commence toward the end of July.
10. Given these circumstances, a brief postponement of the lifting of the stay balances the Landlord's right to regain possession of the rental unit while providing the Tenant some additional time to secure new housing or make the treatment arrangements testified to at the hearing.

It is ordered that:

1. The motion to set aside Order LTB-L-023607-26, issued on March 20, 2026, is denied.
2. The stay of Order LTB-L-023607-26 is lifted on July 31, 2026.
3. Order LTB-L-023607-26 is unchanged.

June 25, 2026
Date Issued

Jeremy Henderson
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.