



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

Citation: Czako v Estabrooks, 2026 ONLTB 48659

Date: 2026-06-26

File Number: LTB-L-036759-26-SA

In the matter of: Lower unit, 158 WILLIAM ST
PEMBROKE ON K8A1N5

Between: Ryan Czako Landlord

And

Stacey Estabrooks Tenant

Ryan Czako (the 'Landlord') applied for an order to terminate the tenancy and evict Stacey Estabrooks (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-036759-26, issued on May 1, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-036759-26.

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

The Landlord, the Landlord's legal representative Aliesha Davis, and the Tenant attended the hearing. Katelyn Cathcart attended the hearing as a witness for the Landlord.

Determinations:

1. The Landlord and Tenant entered into an agreement to terminate the tenancy as of June 15, 2026.
2. The Tenant emailed the Landlord on October 19, 2025, indicating that she intended to vacate the unit at the end of the rental period of her lease: June 15, 2026. The Landlord responded to this email approximately 20 minutes after it was sent.
3. An agreement to terminate a tenancy does not have to be on a Board form. In my view, based on the testimony of both parties and the correspondence presented at the hearing, I am satisfied that the parties entered into an agreement to terminate the tenancy.

4. The Tenant testified that the email that she sent was in “haste” following some contentious encounters with relatives of the Landlord. She did not present any correspondence at the hearing indicating that she retracted her notice to vacate at the end of the lease term.
5. When asked at the hearing how the Landlord ought to have known the Tenant intended to stay, the Tenant suggested that her continuous payment of rent should have been taken as an indication that she intended to continue residing in the unit. This is not, however, a reasonable expectation. The Tenant would have owed rent up to June 15, 2026, regardless of her intention to follow through with her notice to vacate. Payments are not an indication of her intentions, one way or the other.
6. The Tenant also cited the filing of this motion as an indication that she intends to stay in the rental unit. The motion, however, was not filed until the Landlord had obtained an order for eviction from the Board. The filing of this motion has no effect on the existence of the agreement between the parties – it is a consequence of that agreement.
7. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-036759-26.
8. The Tenant testified about various circumstances that affect her ability to move out of the rental unit. She cited financial, medical, and personal circumstances as reasons she wants to now remain in the rental unit. However, all of these factors were live at the time she gave her notice to vacate. Based on her testimony, I am not satisfied that there has been a material change in circumstances that warrants setting aside the eviction order.
9. I want to touch briefly on the testimony offered by the parties and Katelyn Cathcart at the hearing regarding animosity between the parties. The Landlord and Ms. Cathcart testified to harassing behaviours by the Tenant, while the Tenant testified that negative interactions with the Landlord and his family members are part of the circumstances that motivated her to send the email notice to end the tenancy in October 2025.
10. In my view, the relationship between the parties is not material to the outcome of this case. The allegations and testimony are not pertinent to the questions of whether there was an agreement to terminate the tenancy and whether it would be unfair to the Landlord to set aside the order giving legal force to that agreement. There are alternative means under the Act to evict a Tenant if issues of substantial interference are present.
11. That said, the Landlord testified at the hearing that he has relied on the Tenant’s notice and already secured new tenants who are scheduled to move into the rental unit on July 15, 2026. If the Tenant continues to reside in the rental unit and this frustrates the Landlord’s contract with the incoming tenants, the Landlord could be significantly prejudiced as a result.
12. The Landlord had every right to rely on the Tenant’s representations regarding the termination of the tenancy. He had no reason to not take the Tenant’s notice at face value. Given the potential financial consequences to the Landlord of not ending the tenancy as agreed to by the parties, I find that it would be unfair to set aside the termination order. Therefore, the Tenant’s motion is denied.
13. The stay of order LTB-L-036759-26 is lifted immediately. The Landlord’s new tenants are scheduled to move into the rental unit on July 15, 2026 – a few weeks after the issuance of

this order. Any delay in the lifting of the stay could jeopardize his ability to give these new tenants possession of the rental unit as he agreed to.

14. Again, the Tenant testified to various circumstances – personal, financial, and medical – that she believes justify the delay of the stay being lifted. However, I am not satisfied that any of these circumstances justify a delay that would jeopardize the Landlord's interests.
15. The Tenant testified that she is in a position to pay her rent every month – a point which is not disputed by the Landlord. She also testified that she has had assistance from Veterans Affairs Canada in securing housing in the past, including her current tenancy. In other words, the Tenant has resources at her disposal to follow through with the notice she gave to the Landlord.

It is ordered that:

1. The motion to set aside Order LTB-L-036759-26, issued on May 1, 2026, is denied.
2. The stay of Order LTB-L-036759-26, is lifted immediately.
3. Order LTB-L-036759-26 is unchanged.

June 26, 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.