



Order under Section 69 Residential Tenancies Act, 2006

Citation: DAKPA v MURTHY, 2026 ONLTB 1302

Date: 2026-01-09

File Numbers: LTB-L-047579-25

LTB-T-009298-25

In the matter of: 2618, 55 HARBOUR SQ
TORONTO ON M5J2L1

Between: TSERING CHOKKEY DAKPA Landlord

And

ANAND MURTHY Tenant

TSERING CHOKKEY DAKPA (the 'Landlord') applied for an order to terminate the tenancy and evict ANAND MURTHY (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Tenant applied for an order determining that the Landlord:

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household; and
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

These applications were heard by videoconference on December 16, 2025.

The Landlord, the Landlord's Agent (son) Tenzin Dakpa, the Landlord's legal representative, Naseer Ahmed, and the Tenant attended the hearing. The Tenant spoke with Tenant Duty Counsel before the hearing.

Determinations:

The Tenant's Adjournment Request

1. At the hearing, the Tenant requested an adjournment. The Tenant explained that he was overseas and caring for an ill family member. The Tenant's submissions repeated arguments the Tenant included in written requests to reschedule the December 16, 2025 hearing, which requests the Board denied on December 9, 2025 and again on December 10, 2025. The Landlord opposed the Tenant's adjournment request.
2. Although the Tenant described being unable to participate because of poor internet connectivity and of his duty to his ailing family member, the Tenant was aware of the issues arising from both applications and the Tenant was able to discuss the matters with Tenant Duty Counsel without trouble or interruption because of technical issues. The Tenant was similarly able to introduce and argue the adjournment request without interruption or technical issue.
3. In the circumstances, I found it was appropriate to deny the Tenant's adjournment request. My decision was consistent with section 183 of the *Residential Tenancies Act, 2006* (the 'Act'), which requires the Board to afford parties an adequate opportunity to know and address the issues to be resolved while adopting an expeditious process. I did, however, confirm with the Tenant that I would consider and rule on his in-hearing requests for recesses.

The Landlord's Application

4. The Landlord's Form N12 notice of termination does not comply with subsection 48(2) of the Act: the August 4, 2025 date of termination in the notice does not fall on the day a tenancy period ends.
5. The Landlord's Agent acts as the Landlord's property manager. The Landlord's Agent confirmed that he has knowledge of the tenancy agreement and of all matters arising under the tenancy.
6. Paragraph 2 of the written tenancy agreement states that the tenancy began on September 1, 2019. At the hearing, the Landlord's Agent agreed that the fixed-term, five-year tenancy became a month-to-month tenancy on September 1, 2014, pursuant to subsection 38(1) of the Act. The Landlord's Agent, and the Tenant, also agreed that the first day of the tenancy period falls on the first day of the month and that the tenancy period ends on the last day of the month.
7. At the hearing, the Landlord's legal representative brought to my attention paragraph 3 of the tenancy agreement, which states that rent is payable on the fifth day of each month. I find that this paragraph does not alter my determination that the tenancy period runs from the first day of the month to the last. Although the Tenant is not required to pay rent for a tenancy period until the fifth day of the month, the written tenancy agreement and both parties' consistent testimony confirm that the parties understand and agree that the tenancy period is the first day to the last day of each calendar month.

8. Since the Landlord's Form N12 notice of termination does not comply with the Act's requirements, the notice is invalid and the Board lacks jurisdiction to grant the Landlord's application.
9. The Tenant shall be ordered to immediately return compensation the Landlord paid the Tenant under section 48.1 of the Act.

The Tenant's Application

10. The Tenant did not prove, on a balance of probabilities, that a December 16, 2024 email message from another agent of the Landlord (the Landlord's daughter) substantially interfered with the Tenant's reasonable enjoyment of the rental property, or otherwise interfered with, harassed, obstructed, coerced or threatened the Tenant.
11. The December 16, 2024 email message purports to cancel the Tenant's ability to pay rent to the Landlord by attending at a bank and making an in-person transaction at the branch. The Tenant testified that the message caused shock and fear, because the Tenant relies on in-person banking to pay the Landlord and to comply with conditions set out in consent Board order LTB-L-011814-24, issued on June 14, 2024.
12. The Tenant further testified that, despite the contents of the December 16, 2024 email message, the Tenant was able to continue making payments to the Landlord through a bank branch.
13. While I am mindful of the Tenant's description of shock and fear, determining whether a landlord has breached sections 22 and 23 of the Act is assessed on an objective standard. In the present case, the Tenant did not introduce evidence at the hearing to show that the December 16, 2024 email message resulted in a medical emergency or any other health-related issue. The Tenant determined that he could continue to pay the Landlord per his usual method, and there was, therefore, no impact on the Tenant's ability to comply with the June 14, 2024 conditional consent Board order. I note that the December 16, 2024 email message does not contain threatening or offensive language. In the circumstances, I find the Tenant did not prove the Landlord substantially interfered with the Tenant's reasonable enjoyment of the property, or otherwise interfered with, harassed, obstructed, coerced or threatened the Tenant.
14. Subsection 29(2) of the Act requires a tenant to start an application with the Board within one year after the day the alleged conduct giving rise to the application occurred. The Tenant's submission, that the Board may exercise jurisdiction if the impact on the tenant from the conduct continues, has no basis in law and the submission does not confer jurisdiction on the Board. I accordingly refused to consider alleged conduct that occurred one year before the Tenant filed the application on February 2, 2025.

It is ordered that:

1. The Landlord's application is dismissed.
2. Pursuant to subsection 73.1(1) of the Act, the Tenant shall immediately pay back to the Landlord compensation the Landlord paid the Tenant under subsection 48.1 of the Act.

3. The Tenant's application is dismissed.

January 9, 2026
Date Issued

Harry Cho
Vice Chair, 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.