



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-024378-25

In the matter of: 525 Bond St East
Oshawa ON L1G1C2

Between: TUSEEF AHMED Landlord

And

DWIGHT BOWERBANK Tenants
ANINSHA BOWERBANK

TUSEEF AHMED (the 'Landlord') applied for an order to terminate the tenancy and evict DWIGHT BOWERBANK and ANINSHA BOWERBANK (the 'Tenants') 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 5, 2026.

The Landlord, the Landlord's Witness, Muhammad Idrees, the Landlord's Interpreter, Tehniat Qamar, the Landlord's Legal Representative, Apolonio Apuntar and the Tenant, Aninsha Bowerbank attended the hearing.

Determinations:

Preliminary Issue – Identification of the Rental Unit

1. At the hearing it became apparent that there is an upper rental unit and a lower rental unit in the residential complex. The Landlord's N12 notice lists the rental unit as "525 Bond St East, Oshawa, ON L1G 1C2" and does not contain a specific rental unit. At the hearing, the parties confirmed that the Tenants reside in the "upper unit."
2. Section 43 of the *Residential Tenancies Act, 2006* (the 'Act') states that:

Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,

(a) Identify the rental unit for which the notice is given...

3. The Landlord submits that the N12 notice substantially complies pursuant to section 212 of the Act. However, As the N12 notice does not describe any rental unit, I find that this cannot be saved by section 212 of the Act as the N12 notice encapsulates two separate units with two separate tenancies and there was no identification of any separate unit in the N12 notice.
4. As the Landlord failed to identify any rental unit in their N12 notice, I find that the notice is invalid as it did not comply with section 43 of the Act. As the tenancy may not be terminated in accordance with an invalid notice, the Landlord's application must be dismissed.

Return of Compensation

5. The Landlord has compensated the Tenants an amount equal to one month's rent in the amount of \$1,728.45 on May 28, 2025.
6. Subsection 73.1 of the Act states:

If the landlord compensated the tenant under section 48.1, 49.1, 52, 54 or 55, as the case may be, in connection with a notice of termination under section 48, 49 or 50 and the Board refuses to grant an application under section 69 for an order terminating the tenancy and evicting the tenant based on the notice, the Board may order that the tenant pay back the compensation to the landlord.

7. While subsection 73.1 of the Act is discretionary, the general approach of the LTB appears to be to order that the tenant repay any monetary compensation where an application based on sections 48, 49 or 50 is dismissed.
8. I am directing the Tenants to return to the Landlord the monetary compensation they were paid.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenants shall repay the Landlord the compensation paid to them in the amount of \$1,728.45 on or before January 26, 2026.
3. If the Tenants do not pay the Landlord the full amount owing on or before January 26, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 27, 2026, at 4.00% annually on the balance outstanding.

January 15, 2026
Date Issued

Christopher Lin
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.