



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-067642-25

In the matter of: Unit 3, 131 LAPPIN AVE
TORONTO ON M6H1Y3

Between: Rasheed Moursalien Landlord

And

Padraig Hynes Tenant

Rasheed Moursalien (the 'Landlord') applied for an order to terminate the tenancy and evict Padraig Hynes (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.

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

The Landlord, the Landlord's Legal Representative, Mohanie Linda Moursalien and the Tenant attended the hearing.

Determinations:

Preliminary Issue – One Month's Rent Compensation

1. As explained below, the Landlord has failed to pay the required compensation prior to the termination date contained in the N12 notice. Therefore, the Landlord's application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 25, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of August 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's child.
4. Section 48.1 of the *Residential Tenancies Act, 2006* (the 'Act') states:

A landlord shall compensate a tenant in an amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant if the landlord gives the tenant a notice of termination of the tenancy under section 48.

5. Additionally, section 55.1 of the Act states that "the landlord shall compensate the tenant **no later than on the termination date** specified in the notice of termination given by the landlord..." [Emphasis added].
6. The Landlord submits that it paid the compensation to the Tenant by waiving the rent for the month of August 2025 in a text message sent to the Tenant dated August 4, 2025. The Tenant submits that the Landlord failed to pay compensation and unilaterally applied the last month's rent deposit to that period.
7. The Landlord entered into evidence a text message sent by the Landlord to the Tenant on August 4, 2025 in which the Landlord states, "you sent an e transfer for the rent for August. Your last months rent will cover the month of August..."
8. Further, it appears from the Landlord's L2 application and evidence that the last month's rent deposit was applied to the rental period for August 2025 as per the Landlord's text message and contrary to subsection 106(10) of the Act which states that "a landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates."
9. Based on the evidence before me, I was not satisfied that the Landlord paid the compensation prior to the termination date contained in the N12 notice. The Landlord's own evidence suggests that the Landlord has unilaterally applied the last month's rent deposit to the period of August 2025 but has not waived any month as compensation, nor has the Landlord paid any compensation to the Tenant or offered an alternative rental unit prior to the termination date.
10. Sections 48.1 and 55.1 of the Act require that compensation be paid prior to the termination date specified in the notice of termination. The Landlord has failed to pay the compensation or offer the Tenant an alternative rental unit. Therefore, I find that the Landlords have not satisfied a statutory requirement for this application and the application must be dismissed.
11. I do not believe this to be an appropriate case to exercise my discretion under section 190(2) of the Act to extend the time requirements.

It is ordered that:

1. The Landlord's application is dismissed.

January 12, 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.