



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-072815-25

In the matter of: 2, 61 HASTINGS ST NORTH
BANCROFT ON K0L1C0

Between: Ilkyoung Kim Landlord

And

Geraldine McCormack Tenant

Ilkyoung Kim ('IK' or the 'Landlord') applied for an order to terminate the tenancy and evict Geraldine McCormack ('GMC' or 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. (L2 application)

This L2 application was heard by videoconference on December 15, 2025.

Only the Landlord attended the hearing which commenced at 9:41 am.

Tamara Kavanagh was also present whom I believe identified herself as a service/social worker working with the Tenant. Ms. Kavanagh indicated she has no authorization to represent the Tenant, and further stated the Tenant had been in Kingston General Hospital for the past three weeks (awaiting or had just had heart surgery).

As a preliminary matter, Ms. Kavanagh objected to her and Mindy Panasky being listed in the L2 application as co-tenants. She stated neither of them is a tenant in the rental unit tenancy and expressed her upset at the Landlord's assumption the Tenant was not able to represent herself. The Landlord, Mr. Kim, explained his rationale for including Ms. Kavanagh but indeed confirmed that there is only one tenant in the tenancy, that is GMC. Consequently, I amended the style of cause to remove both Tamara Kavanagh and Mindy Panasky, and this is reflected above in the title of proceedings.

Ms. Kavanagh was invited to stay in the hearing as an observer, but not a participant, as she had no standing in the tenancy or in the L2 application at bar.

Having heard Ms. Kavanagh's submission about the Tenant's current hospitalization and surgery, I would have normally have invited the Landlord to make submissions on the possible adjournment I was about to consider. However, there were two questions regarding the validity of the L2 application as filed which I had found when I prepared for this hearing. Pursuant to section

183 of the *Residential Tenancies Act, 2006* (the 'Act'), I believed the most expeditious method of determining the question of validity of the L2 application -- on a preliminary basis -- was to raise them during this hearing.

Determinations:

1. N12 Notice of Termination :- On June 30, 2025, the Landlord handed the Tenant an N12 notice of termination with the termination date of September 1, 2025. The Landlord claims that he requires vacant possession of the rental unit for the purpose of residential occupation by himself , his spouse and his child.
2. Before me the Landlord confirmed the tenancy is a month-to-month tenancy and the monthly rent is due on the first day of every month. I asked him for the reason for him choosing September 1, 2025 as the N12 termination date. The Landlord provided his reasons for choosing the date—which included the matter of him selling the home he had been living in and trying to find a reasonable date for tenancy end.
3. I find that this termination date of September 1, 2025 represents a serious flaw in the N12 notice, which forms the basis of this L2 application. As a result, the L2 application cannot succeed and will be dismissed. My reasons are given below.
4. Subsection 48(2) of the Act clearly states: *"The date for termination specified in the [N12] notice shall be at least 60 days after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term"*.
5. Variances in the statutory requirements for any notice may be overcome if the LTB Member makes a finding that the notice substantially complies with the statutory requirements (section 212[1] of the Act) and does not significantly prejudice a party's ability to participate in the LTB proceeding (per Bill 227 which added subsection 212[2] to the Act).
6. Having stated this, there is one variance that cannot be overcome. That is, the LTB is expressly prohibited from extending time requirements related to notices of termination:
7. Subsection 192(2) of the Act states: *"The Board [LTB] may extend or shorten the time requirements with respect to any matter in its proceedings, other than the prescribed time requirements, in accordance with the Rules"*.
8. The relevant rule in subsection 56(1) of the Ontario Regulations 516/06 states:
"56. The following are time requirements that the Board [LTB] may not extend or shorten under subsection 190 (2) of the Act:
1. All time requirements related to notice requirements for terminating tenancies."
9. Case law authority that makes the adherence to time deadlines in the Act very clear may be found in *Wolkow v. Dunnell, 1998 CanLII 4124 (ON CA)*.
10. Requisite Compensation:- Before me, the Landlord confirmed he has not yet paid the one-month compensation amount to the Tenant.

11. The Landlord stated he fully intended, and intends, to pay the Tenant the one-month compensation amount. However, when the Tenant indicated she would not move out as a result of the N12 notice, the Landlord decided to wait until she did move out to pay her the required amount.
12. Subsections 48.1 and 55.1 of the Act make it very clear that a landlord must pay the one-month compensation amount on or before the termination date set out in the N12 (section 48) notice of termination.
13. For quick reference, subsections 48.1 and 55.1 are set out below:

“48.1 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”.

“55.1 If the landlord is required to compensate a tenant under section 48.1, 49.1, 52, 54 or 55, the landlord shall compensate the tenant no later than on the termination date specified in the notice of termination of the tenancy given by the landlord under section 48, 49 or 50”.

14. Whether or not a tenant moves out by the N12 termination date, for any reason, a landlord still must pay the tenant the required compensation on or before the N12 termination date. To be clear, if a tenant decides to remain in a rental unit wanting to contest a landlord’s intentions at an LTB hearing, the landlord must still pay the one-month compensation amount on or before the N12 termination date.
15. Based on the above, therefore, I find that the Landlord failed to pay compensation pursuant to sections 48.1 and 55.1 of the Act -- his L2 application cannot succeed and so will be dismissed.

It is ordered that:

1. The Landlord’s application is dismissed.

January 14, 2026

Date Issued

Alex Brkic

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.