



Order under Section 69 Residential Tenancies Act, 2006

Citation: Newdick v Vella, 2026 ONLTB 5332

Date: 2026-01-16

File Number: LTB-L-077550-25

In the matter of: BASEMENT, 45 MAPLE AVE
GEORGETOWN ON L7G5M3

Between: Dennis Newdick Landlord

And

Rebecca Vella Tenant

Dennis Newdick (the 'Landlord') applied for an order to terminate the tenancy and evict Rebecca Vella (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.

This application was heard by videoconference on January 13, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy nor the claim for compensation in the application. Therefore, the Landlord's application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination- Landlord's Own Use

3. On September 15, 2025, the Landlord gave the Tenant an N12 notice of termination with a termination date of November 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their spouses' parent.
4. Based on the evidence before me, I find that the Landlord has not compensated the Tenant an amount equal to one month's rent and the termination date has passed. As a result, the Landlord's L2 application must be dismissed.

5. The relevant sections of the Act provide:

Compensation, notice under s. 48

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.

Compensation under ss. 48.1, 49.1, 52, 54 or 55

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.

6. The Landlord was asked if they had paid compensation to the Tenant and candidly testified that compensation was not paid.
7. The Landlord believed compensation would be owed after an eviction date is set and further testified that the Tenant is in arrears of rent to explain why they did not pay the required compensation. The Landlord testified that they would be willing to waive arrears of rent to satisfy the requirement to pay compensation.
8. The fact that a tenant has rent arrears does not relieve a landlord from their obligation to provide compensation. This is for two reasons. The first is that the Act says that a Landlord shall compensate a Tenant. This is a positive obligation on a landlord to provide compensation. It does not say that rental arrears can be used to offset the requirement to provide compensation.
9. The second reason is that compensation is not rent. The compensation requirement is separate from a tenant's obligation to pay rent. While the Act does say that compensation should equal one month's rent that doesn't make it rent. One month's rent is the benchmark that the Act uses to determine the appropriate amount of compensation.
10. The Board has interpreted an express waiver of rent for a specific month can satisfy the compensation requirement and a landlord could waive a month of rent in which arrears had already accumulated. The waiver of rent must be expressed clearly to the Tenant prior to the termination date. This interpretation is consistent with the Board's approach in 608598 Ontario Ltd v Tuteja, 2022 CanLII 55130 (ON LTB) and McKenna v Hastie, 2021 CanLII 84027 (ON LTB).
8. Despite having the jurisdiction to extend the time for payment of compensation under the Act by virtue of section 190(2) of the Act, I do not consider this an appropriate case in which to extend the deadline. It would not be appropriate to permit the Landlord to waive arrears of rent at the hearing after the termination date has passed.

9. This is not a case, for example, where the Landlord tried in good faith to pay the compensation by cheque prior to the termination date, but the Tenants refused to cash it.
10. There was also no evidence before me that the Landlord satisfied the compensation requirement by offering the Tenants another rental unit.
11. The Landlord has not compensated the Tenants an amount equal to one month's rent and the termination date has passed. As a result, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 16, 2026
Date Issued

Kyle McGraw
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.