



Order under Section 69 Residential Tenancies Act, 2006

Citation: Majeste v Plunkett, 2026 ONLTB 5633

Date: 2026-01-21

File Number: LTB-L-076396-25

In the matter of: 3, 170 DUNLOP ST
PETERBOROUGH ON K9H1R6

Between: Roger Majeste
Shirley A Majeste Landlords

And

Marilyn Plunkett
Jack Plunkett Tenants

Roger Majeste and Shirley A Majeste (the 'Landlords') applied for an order to terminate the tenancy and evict Marilyn Plunkett and Jack Plunkett (the 'Tenants') because the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year.

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

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

The Landlords, the Tenants' legal representative Tiffany Badour, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlords have not proven on a balance of probabilities the grounds for termination of the tenancy nor the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N12 Notice of Termination- Landlord's Own Use

4. On July 31, 2025, the Landlords gave the Tenants an N12 notice of termination with a termination date of September 30, 2025. The Landlords claim that they require vacant possession of the rental unit for the purpose of their daughter's residential occupation.

5. Based on the evidence before me, I find that the Landlords has not compensated the Tenants an amount equal to one month's rent and the termination date has passed. As a result, the Landlords' L2 application must be dismissed.
6. 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 Tenants and the Landlords' evidence is that they attempted to provide a rent waiver in lieu of compensation, and ultimately provided a bank draft on January 5, 2026.
7. The Board has interpreted an express waiver of rent for a specific month can satisfy the compensation requirement and a landlord could also 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. The Landlord testified that they offered to waive rent in lieu of compensation in either October or November 2025. The waiver of rent was conveyed after the termination date in the N12 notice. It would not be appropriate to permit the Landlords to rely on a waiver of rent offered after the termination date to satisfy the requirement to pay compensation.
9. The Landlords provided the Tenants with a bank draft on January 5, 2026, which is also after the termination date in the Landlord's N12 notice.
10. 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.
11. There was no evidence that the Landlords made any attempt to pay the compensation required by section 48.1 of the Act by the termination date as required by section 55.1. In the absence of evidence of any attempt to pay compensation by the termination date, I do not find the circumstances would support an exercise of discretion to extend the deadline.
12. There was also no evidence before me that the Landlords satisfied the compensation requirement by offering the Tenants another rental unit.

13. The Landlords have not compensated the Tenants an amount equal to one month's rent and the termination date has passed. As a result, the Landlords' application must be dismissed.

It is ordered that:

1. The Landlords' application is dismissed.

January 21, 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.