



Order under Section 69 Residential Tenancies Act, 2006

Citation: Wiersma v Beaudrie, 2026 ONLTB 5564

Date: 2026-01-20

File Number: LTB-L-098244-25

In the matter of: 385 DURHAM ST N
COLBORNE ON K0K1S0

Between: Susan Wiersma Landlord

And

Joshua Beaudrie Tenant

Susan Wiersma (the 'Landlord') applied for an order to terminate the tenancy and evict Joshua Beaudrie (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 13, 2026.

The Landlord, the Landlord's Representative, Ted Reczulski, the Tenant, and the Tenant's Representative, Carrie Aylwin, attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 28, 2025, the Landlord sent via courier the Tenant an N12 notice of termination ("N12 notice") which was deemed served on August 29, 2025, with the termination date of November 20, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord and the Landlord's child.
4. The Tenant's Representative submitted that the N12 notice was invalid as the date of termination was not the last day of a rental period. The lease agreement provided indicated rent was to be paid on the 20th of each month.

5. The Landlord's Representative did not dispute the terms as provided by the lease and agreed that rent is due on the 20th of each month.
6. As such, I am satisfied that the rental period is the 20th of the month to the 19th of the next month per the lease agreement.
7. Section 48(2) of the *Residential Tenancies Act*, 2006 (Act) states as follows:
 - (2) The date for termination specified in the 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.
8. The Landlord's Representative submitted that the N12 notice was valid despite the date of termination being the start of the rental period and not the end of the period as the Tenant was provided at least 60 days' notice which was required under the Act.
9. I am not persuaded by the Landlord's position. The Act is clear that the date of termination must be the day the period ends, or more clearly stated the last day of the rental period, in this case that would be the 19th.
10. As such, I find that the N12 notice is invalid as the date of termination is not the last day of the rental period in accordance with section 48(2) of the Act.
11. I cannot terminate a tenancy based on an invalid N12 and therefore the Landlord's application is dismissed.
12. The Landlord has compensated the Tenant an amount equal to one month's rent. However, since I am refusing to grant the Landlord's application because the N12 notice is invalid, I will order that the Tenant pay the one month's rent compensation of \$4,000.00 back to the Landlord pursuant to subsection 73.1 of the Act.

Costs

13. The Tenant's Representative requested costs against the Landlord as this was the second L2 application based on an N12. The first L2 was dismissed as the N12 notice was not properly served. However, the Tenant's Representative provided that it also had the same issue with the date of termination and the Tenant's Representative raised this with the Landlord's Representative. The Tenant's Representative submitted that the Landlord's Representative was also advised on more than one occasion prior to this hearing that the N12 was still invalid, and the Landlord proceeded anyway.
14. The Landlord's Representative submitted that the last application and history of that proceeding is irrelevant to this matter and that because I have dismissed the N12 notice as invalid, I no longer have jurisdiction to determine the matter of costs.
15. The LTB's Interpretation Guideline 3 regarding costs provides:

While the Board may order a party to pay the costs of another party, costs to a successful party for the preparation/representation fees paid to a legal representative are generally only awarded in cases of unreasonable conduct...

16. Examples of unreasonable conduct listed in Interpretation Guideline 3 do include initiating an application or any procedure in bad faith or bringing a frivolous or vexatious application or motion. Although the Interpretation Guidelines are not binding upon me, I find them to be persuasive and I have applied it to my analysis, as explained below.
17. In this case I find it appropriate to consider the history of proceedings to determine whether this application was frivolous. While I appreciate that there may have been an issue with the termination date on the previous N12 notice, the previous matter was dismissed due to a service issue. No findings or determinations were made as to the date of termination.
18. Absent an order or determination from the Board regarding the validity of the termination date, I cannot say that the Landlord was frivolous for pursuing this application. While the Landlord may have had the Tenant's Representative's opinion on the validity of the termination date, and therefore the validity of the N12, that is not the same as a determination from the Board. The Landlord was free to proceed to a hearing to have the Board make a determination as to the validity of the termination date and take their chances.
19. As such I find that the application was not frivolous or vexations in nature and therefore, I decline to award costs in this matter.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant shall pay back to the Landlord the one month's rent compensation of \$4,000.00 on or before January 31, 2026.
3. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.

January 20, 2026
Date Issued

Nicole Pedron
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.