



Order under Section 69 Residential Tenancies Act, 2006

Citation: Tamiing v Brown, 2026 ONLTB 5690

Date: 2026-01-21

File Number: LTB-L-078456-25

In the matter of: MAIN FLOOR, 53 SHADYSIDE AVE
HAMILTON ON L8V3E2

Between: Milarey Tamiing Landlord

And

Stephen James Brown Tenant

Milarey Tamiing (the 'Landlord') applied for an order to terminate the tenancy and evict Stephen James Brown (the 'Tenant') because the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.

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

The Landlord's legal representative Jeremy Delfin, 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 application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Preliminary Issue- Service of the N12 Notice

3. At the outset of the hearing, the Tenant disputed receiving the Landlord's N12 notice until December 2025 submitting that the N12 notice was served to a mailbox that is not used by the Tenant.

4. The Tenant testified that the Landlord's evidence shows a package containing the N12 notice being delivered to a mailbox affixed to the side wall of the residential complex. The Tenant's evidence is that he has never used that mailbox, and never received prior notices or communication from the Landlord in that mailbox.
5. The Tenant further testified that he receives his mail at a community mailbox and only discovered the N12 notice when his mother coincidentally looked in the mailbox during a visit in December 2025.
6. The Landlord submitted photographs accompanying their certificate of service showing the mailbox at the side of the residential complex and delivery of the notice to that mailbox.
7. The Landlord testified that she is aware that there is a community mailbox for the residential complex and has not communicated with the Tenant by mail or through the mailbox previously. The Landlord's evidence is that their regular method of communication with the Tenant is through e-mail and text message.
8. The Act provides at section 191(1):

191 (1) A notice or document is sufficiently given to a person other than the Board,

(d) by leaving it in the mail box where mail is ordinarily delivered to the person;

(g) by any other means allowed in the Rules. [Emphasis added]

9. The evidence before me is clear; the Tenant uses a community mailbox to receive mail, and the Landlord has not previously used the mailbox affixed to the residential complex to communicate with the Tenant. Therefore, this is not a place "where mail is ordinarily delivered to the person" and service was not effected in accordance with section 191(1) of the Act.
10. Section 191(2) considers situations where service was not effected in accordance with the Act:

(2) A notice or document that is not given in accordance with this section shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period. [Emphasis added]
11. The Landlord did not submit any evidence that the contents of the N12 notice came to the attention of the Tenant within the required time period. The Tenant's evidence is that he only became aware of the N12 notice during his mother's visit in December, 2025, which is after the termination date of November 30, 2025.
12. In order for the Landlord's N12 notice to be validly given pursuant to section 191(2), the Landlord must prove that the N12 notice came to the Tenant's attention between September 14, 2025 and September 30, 2025, so that the 60 day notice period required by section 49 (3) of the Act is met.

13. Accordingly, I do not find that the Landlord's N12 notice was served to a place where mail is ordinarily delivered, and there is no evidence that the N12 notice came to the attention of the Tenant within the required time period.
14. The Landlord's representative also submitted that an additional copy of the N12 notice was taped to the door of the Tenant's rental unit at the same time the notice was delivered to the mailbox.
15. The Tenant denied receiving anything taped to their door and testified that they have had previous landlords who have posted notices of entry or other communications on his door however, he was always notified by his prior landlords that there was a notice or communication being served.
16. Service of a notice of termination by taping or posing the notice to the door of the rental unit is not a permissible method of service pursuant to section 191 of the Act or the Board's Rules of Procedure.
17. Despite this, section 191(2) provides that a notice not given in accordance with section 191(1), or the Board's Rules of Procedure, may be deemed to be validly given if it is proven that the contents came to the attention of the person within the required time period.
18. As decided above, there is no evidence as to when the Tenant became aware of the N12 notice other than their testimony that it was discovered during their mother's visit in December 2025. Therefore, I am unable to find that the N12 notice being taped to the door is validly given pursuant to section 191(2) in the absence of evidence that would contradict the Tenant's testimony.
19. I do not find that either method of service complies with the provisions of section 191 of the Act, or the Board's Rules of Procedure. I am not satisfied that the contents of the N12 notice came to the attention of the Tenant prior to December 2025 and therefore, the Landlord's N12 notice is not deemed to be validly given pursuant to section 191(2).
20. Accordingly, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's 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.