



Order under Section 69 Residential Tenancies Act, 2006

Citation: Alexei v Linhares, 2026 ONLTB 5677

Date: 2026-01-22

File Number: LTB-L-077597-25

In the matter of: 1, 704 WESTON ROAD
TORONTO ON M6N3R2

Between: Cosmin Alexei Landlord

And

Delia Linhares
Vanessa Linhares Tenants

Cosmin Alexei (the 'Landlord') applied for an order to terminate the tenancy and evict Delia Linhares and Vanessa Linhares (the 'Tenants') 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 not proven on a balance of probabilities the grounds for termination of the tenancy. 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

3. On June 17, 2025, the Landlord gave the Tenants an N12 notice of termination with a termination date of September 1, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of their parents' residential occupation.
4. The Landlord acknowledged that the Tenants' rent is due on the first day of each month. Therefore, in accordance with section 48(2), the termination date in the Landlord's N12 notice must be the day a period of the tenancy ends:

48 (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. [Emphasis added]

5. The termination date in the Landlord's N12 notice is September 1, 2025, which is not the day a period of the tenancy ends and therefore, the Landlord's N12 notice does not comply with the requirements of section 48(2).
6. I considered section 212 of the Act, and specifically s. 212(2) which provides:
 - (2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.
7. Having considered whether the N12 notice was correct on its face, I find the general provision of subsection 212(2) does not save the notice or override the requirements of sections 48(2) of the Act.
8. The specific mandate contained in section 48(2) has paramountcy over the general provision of subsection 212(2), pursuant to general statutory interpretation principles. The incorrect termination date, contrary to subsection 48(2) of the Act, cannot "substantially comply" with a mandatory requirement of the Act and therefore, cannot be cured by subsection 212(2) of the Act.
9. Accordingly, the Landlords' N12 notice is not valid as the termination date is not the day a period of the tenancy ends, and the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 22, 2026

Date Issued

Kyle McGraw

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.