



Order under Section 69 Residential Tenancies Act, 2006

Citation: Keser v Rouya, 2026 ONLTB 8588

Date: 2026-01-26

File Number: LTB-L-079862-25

In the matter of: 123 BOULDING AVE
Richmond Hill ON L8B0M2

Between: Milrad Keser Landlord

And

Diana A Rouya Tenant
Khalil Afghannawis

Milrad Keser (the 'Landlord') applied for an order to terminate the tenancy and evict Diana A Rouya and Khalil Afghannawis (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 21, 2026.

The Landlord, the Landlord's Legal Representative Marcella Dalessandro, and the Tenant attended the hearing.

Determinations:

1. At the outset of the hearing, the Tenant raised a preliminary issue that the Landlord failed to pay the required compensation on or before the termination date.
2. On July 26, 2025, the Landlord gave the Tenant an N12 notice of with the termination date of September 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by himself.
3. Section 48.1 of the *Residential Tenancies Act, 2006* (the 'Act') requires a landlord who has served an N12 notice to give the tenant compensation in the amount of one month of rent.
4. As of the date of the hearing the Landlord had not paid the Tenant compensation in the amount of one month of rent.

5. Section 55.1 of the Act requires a landlord who is obligated to give compensation to a tenant under s.48.1 to pay that compensation no later than the termination date in the N12 notice.
6. Subsection 83(4) of the Act provides that “The Board shall not issue an eviction order in a proceeding regarding termination of a tenancy for the purposes of residential occupation... until the landlord has complied with section 48.1, 49.1, 52, 54 or 55, as the case may be.”
7. At the hearing, the Landlord’s legal representative stated that the Tenant did not communicate with the Landlord after the N12 was served. The Landlord waited for the Tenant’s response before providing compensation. As a result, the Landlord did not pay the compensation required under section 48.1 by the termination date, citing uncertainty about the Tenant’s willingness to move and the method of payment, whether by e transfer or cheque.
8. I do not accept the Landlord’s position. Payment of compensation is not subject to negotiation. A key purpose of the compensation requirement when an N12 notice is served is to ensure that the Tenant has funds to facilitate a move. Once the Tenant receives the notice, the Tenant may choose to move on or before the termination date. Timely payment supports that choice. If the Landlord fails to pay by the termination date, the Tenant may not have the funds needed to move and may have no realistic option to do so. In recognition of this, landlords are strictly held to the payment deadline in section 55.1 of the Act.
9. As the Landlord did not provide the compensation required under Section 48.1 of the Act before the termination date, as mandated by Section 55.1, and pursuant to Subsection 83(4) of the Act, this application must be dismissed.

It is ordered that:

1. The Landlord’s application is dismissed without considering its merits.

January 26, 2026

Date Issued

Joy Xiao

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.