



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lester v Berto, 2026 ONLTB 11342

Date: 2026-02-05

File Number: LTB-L-102268-25

In the matter of: Lower Unit, 217 WILLOW AVE
Sault Ste Marie ON P6B5B4

Between: Bart Lester Landlord

And

Mark Berto Tenant

Bart Lester (the 'Landlord') applied for an order to terminate the tenancy and evict Mark Berto (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 28, 2026.

The Landlord's husband Mac Puno, their agent Jason Naccarato and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. The Tenant submitted that the N12 he received with the termination date of November 30, 2025 is invalid as the date is not to the end of the fix term of the lease. As evidenced, the lease commenced on February 1, 2025 and ends on February 1, 2026.
2. The fix term lease date was confirmed by the Landlord's agent.
3. Section 48(2) of the *Residential Tenancies Act* ('the Act') says that the date of termination in a notice of termination for parents use "shall be at least 60 days after the notice is given

and shall be the day period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.

4. I find that the N12 Notice of Termination that was served on the Tenant is defective in that the date of termination is not at the end of the fix term.
5. The Landlord compensated the Tenant in the amount of \$1,400.00 which is equal to one month's rent. The Tenant shall return the compensation to the Landlord pursuant to section 73.1 of the Act.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant shall reimburse the Landlord \$1,400.00 for the compensation that he provided for serving the N12 Notice of Termination.
3. If the Tenant does not pay the Landlord the full amount owing on or before February 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

February 5, 2026

Date Issued

Alicia Johnson

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.