



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

Date: 2026-02-06

File Number: LTB-L-083370-25

In the matter of: Upper apartment, 173 RUSSELL AVE
ST CATHARINES ON L2R1W7

Between: Johannes Dominicus Meijer Landlord

And

Raymond Laverdiere Tenant

Johannes Dominicus Meijer (the 'Landlord') applied for an order to terminate the tenancy and evict Raymond Laverdiere (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.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Johannes Dominicus Meijer (the 'Landlord') also applied for an order requiring Raymond Laverdiere (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on January 28, 2026.

The Landlord, his wife Angela Silvera and the Tenant attended the hearing.

Determinations:

Preliminary Issues

1. The Landlord submitted that he purchased the property on or about June 30, 2025. The N12 Notice as served upon the Tenant however was for the purposes of "purchaser's use," the Landlord referring to himself as a purchaser when serving the notice. And the

declaration as evidenced outlined that the intended parties that were to occupy the rental unit were by the sister of the Landlord's wife and her husband.

2. Secondly it was brought to the Landlord's attention by the LTB that the N12 notice may be declared defective at the time of the application filing on October 5, 2025, as the rental unit was not identified as a room in the "upper level." The Landlord then uploaded a second N12 notice in the Board's record with corrections; however, it was unclear when the second revised notice was served as only the first Certificate of Service was uploaded in evidence documenting the service of the original N12 on July 16, 2025.
3. On the basis of the above, I find that the N12 notices as served upon the Tenant are defective.

RE: Claim for compensation for substantial interference

4. In the application the Landlord also submits that as a result of the Tenant raising concerns over missing items from his room, that he incurred costs for a change of locks and for installation of cameras. He claims \$400.00 for costs incurred.
5. As outlined at the time of hearing, there was no evidence adduced that costs as are submitted to have been incurred are as a direct result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex.
6. Therefore, the Landlord has not proven that the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord.
7. Additionally, the Landlord has not proven that they incurred out-of-pocket expenses as there were no submissions to support the expenses as claimed.
8. The Landlord compensated the Tenant \$850.00 which is equal to one month's rent. As the application is dismissed, the Tenant shall return the compensation to the Landlord pursuant to section 73.1 of the Act.
9. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant shall reimburse the Landlord \$850.00 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 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 18, 2026 at 4.00% annually on the balance outstanding.

February 6, 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.