



Order under Section 69 Residential Tenancies Act, 2006

Citation: DOKRAT v KASUJI, 2026 ONLTB 15952

Date: 2026-02-25

File Number: LTB-L-095856-25

In the matter of: MAIN FLOOR, 10 ARLENE CRES
Scarborough ON M1P3L9

Between: SULEMAN SHABBIR DOKRAT Landlords
MOHSIN AHMED DOKRAT

And

SUMAIYA SHABBIR KASUJI Tenant

SULEMAN SHABBIR DOKRAT and MOHSIN AHMED DOKRAT (the 'Landlords') applied for an order to terminate the tenancy and evict SUMAIYA SHABBIR KASUJI (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 February 17, 2026.

The Landlord, Suleman Shabbir Dokrat, the Landlord's support person and spouse, Abeda Daya, the Landlords' legal representative, Karen Byfield, the Tenant and the Tenant's interpreter, Sabiha Timol, attended the hearing.

Determinations:

1. At the onset of the hearing a preliminary issue arose with respect to the one month's rent compensation required under section 55.1 of the *Residential Tenancies Act, 2006* (the 'Act').
2. Section 48.1 of the Act requires that a landlord seeking a "personal use" eviction provide compensation to the tenant in an amount equal to one month's rent. Section 55.1 of the Act requires that the compensation for the N12 Notice of termination must be paid by no later than the termination date set out in the notice. In this case, by December 31, 2025.
3. The Landlord submits that they paid the Tenant \$2,500.00 by money order in the amount of \$1,500.00 dated January 31, 2026 and the final payment by personal cheque dated February 10, 2026, but the Tenant did not cash these payments. Additionally, the Landlord

submits that the Tenant was in arrears of rent for the previous two years of not paying the rent and that the Landlord's representative spoke with the Tenant on October 31, 2025 and they discussed the rent arrears and the required compensation for the N12 Notice. They did not write to the Tenant or formally put in writing that they would be waiving any of the rent arrears in lieu of the compensation prior to the December 31, 2025 termination date.

4. In some instances, the Board has discretion to extend the time for a landlord to be able to pay a tenant compensation. This would involve cases where the landlord attempted to make the payment prior to the termination date and the tenant thwarts the landlord's attempts at payments. This is not the case here.
5. It is clear that the Landlords failed to pay the required compensation in accordance with section 55.1 of the Act, and therefore the application must be dismissed.
6. My decision was rendered orally at the hearing and this order reflects the decision.

It is ordered that:

1. The Landlords' application is dismissed.

February 25, 2026
Date Issued

Terri van Huisstede
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.