



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105466-25

In the matter of: Main, 328 MCNABB ST
SAULT STE. MARIE ON P6B1Y6

Between: Jean Morrison Landlord

And

Jennifer Trepasso Tenant

Jean Morrison (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Trepasso (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 February 3, 2026.

The Landlord, the Landlord's Legal Representative, John Andersen, and the Tenant attended the hearing.

Determinations:

1. On September 11, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of November 30, 2025.
2. Pursuant to section 48.1 of the *Residential Tenancies Act, 2006* (the 'Act'), a landlord must compensate the tenant an amount equal to one month's rent if the landlord serves an N12 notice for landlord's own use.
3. Section 55.1 of the Act states that the landlord shall compensate the tenant no later than on the termination date specified in the notice of termination.
4. The Landlord notified the Tenant on January 2, 2026 that they would be waiving rent for January 2026 as compensation.

5. At the hearing, the Landlord testified that she had not paid compensation by the date of termination as she thought she only had to pay compensation if the Tenant had left the rental unit, and the Tenant had already paid December 2025 rent.
6. The Landlord stated at the hearing that section 212 of the Act should apply as compensation was paid prior to the hearing date.
7. The Landlord led no evidence or submissions establishing that they were exempt from the Act's compensation requirement, and I am not satisfied that the Landlord's explanation for not paying compensation by the date of termination established that they made reasonable attempts to pay the compensation prior to the terminate date. As a result, while the LTB has the discretion to extend the time by which the Landlord must pay the compensation, I decline to do so in the absence of a reasonable explanation for the non-compliance. The Landlord's application is dismissed as a result.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant shall return the one month's compensation to the Landlord.

February 25, 2026
Date Issued

Allana McComb
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.