



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-085435-25

In the matter of: 618, 1415 DUNDAS ST E
OAKVILLE ON L6H8A3

Between: Linda Ruiz Landlord
Michel Goberdhan

And

Peter Ramdeen Tenant
Trishann Sieuraj

Linda Ruiz and Michel Goberdhan (the 'Landlord') applied for an order to terminate the tenancy and evict Peter Ramdeen and Trishann Sieuraj (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, Janet van Oordt, and the Tenant attended the hearing.

Determinations:

1. At the outset of the hearing there was a dispute regarding the validity of the Landlord's N12 notice, specifically whether it complied with section 48(2) of the *Residential Tenancies Act, 2006* (the 'Act'), which requires the N12's date of termination to be the end of the tenancy's period or term. The date of termination was December 19, 2025. The parties disagreed about the day rent is due, and also about the last day of the rental period.
2. The Landlord testified that rent is due on the 20th of the month, and the 19th is the last day of the rental period. The Landlord testified that there is no written lease, and that she has used the 20th as the due date in a previous L1 application. The Landlord further testified that there is no prejudice to the Tenant to determine that rent is paid on the 20th.

3. The Tenant testified that rent is due on the 17th of the month. The Tenant testified that they moved in on April 17, 2025 and they submitted an unsigned lease that identifies that rent is due on the 17th of the month. The Tenant further testified they have been asking for a signed lease since they moved in on April 17, 2025, but the Landlord has not provided one. The Landlord did not dispute the Tenant's evidence that they moved into the rental unit on April 17, 2025
4. The Tenant also testified that they paid rent on April 17, 2025, May 17, 2025, July 18, 2025, and January 18, 2026, and that while there are 6 months that they have not paid rent, they have never paid on the 20th of the month.
5. I accept the Tenant's evidence that they moved into the rental unit on April 17, 2025, which is supported by the lease entered into evidence, though it is not signed. I am not satisfied that rent is due on the 20th day of the month given that the Landlord did not provide evidence to establish where that date was agreed to despite the Tenant moving into the rental property on April 17, 2025. The Landlord also did not dispute that when the Tenant paid rent, it was never on the 20th day of a month, only the 17th or 18th. In the circumstances, I find that the end of the rental period is the 16th day of the month.
6. As the date of termination did not comply with section 48(2) of the Act, the N12 notice is defective and the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

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.