



Order under Section 69 Residential Tenancies Act, 2006

Citation: Uddin v Blumbergs, 2026 ONLTB 17209

Date: 2026-02-25

File Number: LTB-L-084606-25

In the matter of: Upper Unit, 245 LUPIN DR
WHITBY ON L1N1Y4

Between: Nasim Uddin Landlord

And

Carol Blumbergs Tenant

Nasim Uddin (the 'Landlord') applied for an order to terminate the tenancy and evict Carol Blumbergs (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 2, 2026.

The Landlord's Legal Representative, Ze Hao Liu, the Landlord, the Tenant's Legal Representative, Priya Kundan and the Tenant attended the hearing.

Preliminary Issue:

1. The Tenant's Legal Representative brought up a preliminary matter and submitted that the Landlord has not paid the required compensation to the Tenant by the termination date.
2. Ms. Kundan submitted that the Landlord had paid one month's compensation on June 29, 2025 but this amount related to a different L2 application, LTB-L-058471-25. She explained that this application was dismissed by another Member on September 22, 2025 and that Member did not order that the Tenant had to pay the compensation amount of \$1,700.00 back to the Landlord.
3. The Landlord's Legal Representative had no submissions regarding this issue but maintained that the Landlord seeks to move his son into the rental unit in good faith.

4. I reviewed Vice-Chair Patchett's order, LTB-L-058471-25 dated September 22, 2025 and noted that the Member provided the Landlord with an "opportunity to make submissions on how the LTB should exercise its discretion in accordance with subsection 73.1(1) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") that provides that the LTB may order the Tenant to refund the Landlord the compensation paid." The order stated that the Landlord declined to make any submissions and thus no order was made for the Tenant to return the compensation amount.
5. As the Tenant was not ordered to return the \$1,700.00 compensation to the Landlord, the Tenant was entitled to retain that compensation amount. When the Tenant received a new N12 notice, the Landlord had the same obligations under section 48.1 of the Act but he failed to pay the compensation to the Tenant by the termination date of November 30, 2025.
6. The Landlord has not paid the Tenant the required compensation or offered a unit acceptable to the Tenant and the termination date has passed. Section 83(4) of the Act states that "The Board shall not issue an eviction order in a proceeding regarding termination of a tenancy for the purposes of residential occupation, demolition, conversion to non-residential rental use, renovations or repairs until the landlord has complied with section 48.1 in this case." This is a mandatory requirement that needs to be satisfied in order for the Landlord to be successful in his application. Having failed to pay the required compensation, even if the Landlord's intention to reside in the unit is in good faith, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

February 25, 2026
Date Issued

Carrie Bertrand
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.