



Order under Section 69 Residential Tenancies Act, 2006

Citation: Omarzavi v Ebrahimi, 2026 ONLTB 17683

Date: 2026-03-02

File Number: LTB-L-080702-25

In the matter of: 1923 GLENDALE DR
PICKERING ON L1V1V8

Between: Nadder Omarzavi Landlord

And

Karim Ebrahimi Tenants
Masouda Ebrahimi

Nadder Omarzavi (the 'Landlord') applied for an order to terminate the tenancy and evict Karim Ebrahimi and Masouda Ebrahimi (the 'Tenants') 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 29, 2026.

The Landlord's Legal Representative Vijayant Sood the Tenants and the Tenants' Legal Representative Rachael Ostroff-Mann attended the hearing.

Determinations:

1. On July 21, 2025, the Landlord gave the Tenants an N12 notice of termination deemed served on July 26, 2025 with the termination date of September 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their child.
2. The Tenants stated that the compensation has not been paid pursuant to section 48.1 of the *Residential Tenancies Act, 2006*.
3. Section 48.1 of the *Residential Tenancies Act, 2006* (the 'Act') states that "a landlord shall compensate a tenant in the amount equal to one month's rent or offer the tenant another

rental unit acceptable to the tenant if the landlord gives the tenant a notice of termination of the tenancy under section 48”.

4. The Tenants’ Legal Representative stated that the Landlord had previously commenced an application before the Board based on an N12 Notice of Termination (LTB-L-095901-24) heard on July 3, 2025.
5. Application LTB-L-095901-24 was dismissed pursuant to an order issued on July 14, 2025. The order also directed the Tenant to return the compensation that had been paid to the Tenant’s via a bank draft.
6. The Tenants returned the bank draft to the Landlord via registered mail sent on August 11, 2025, and have not been paid alternative compensation on this matter before the Board.
7. The Landlord’s Legal Representative states that the Landlord did not receive the returned bank draft until after the termination date specified in the N12 notice and had sent an email to the Tenants on September 4, 2025 advising them not to return the bank draft.
8. Section 55.1 of the Act requires that compensation under section 48.1 be paid to the tenant no later than on the termination date specified in the notice of termination. In the present case, the termination date in the N12 Notice of Termination was September 30, 2025.
9. 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, . . . until the landlord has complied with section . . . 48.1. . .”
10. The Landlord has not compensated the Tenant an amount equal to one month’s rent and the termination date passed months ago. Section 190(2) of the Act authorizes the Board to extend time requirements with respect to any matter in its proceedings, other than prescribed time requirements. “Prescribed” in this context means prescribed by Regulation. The time stipulated in section 55.1 is not a “prescribed time requirement” under section 56 of the General Regulation under the Act, O. Reg 516/06.
11. Notwithstanding the Landlord’s claim that they did not receive the returned compensation pursuant to the order under LTB-L-095901-24 until after the termination date of September 30, 2025. The landlord took no steps to pay compensation to the Tenants since that time, nor was the Landlord’s Legal Representative able to provide an explanation for not doing so. I do not find this reasonable.
12. Upon consideration of the submissions made, I have determined that it would not be appropriate to exercise discretion afforded under s.190(2) to extend the deadline given in section 55.1.
13. As a result, the Landlord’s application must be dismissed as the compensation was not paid on time in accordance with the requirements of the Act.

It is ordered that:

1. The Landlord's application is dismissed.

March 2, 2026
Date Issued

Sean Ramage
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.