



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-098542-25

In the matter of: 86 BERNADINO ST
BRAMPTON ON L6P4G1

Between: Amatal Wadood Landlord

And

Brian Conway Adkins Tenant

Amatal Wadood (the 'Landlord') applied for an order to terminate the tenancy and evict Brian Conway Adkins (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 25, 2026.

Only the Landlord and her son, Victor Love, attended the hearing.

As of 9:30 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. On August 22, 2025, the Landlord gave the Tenant an N12 Notice of Termination with a termination date of October 31, 2025. The Landlord claims that they require possession of the rental for the purpose of residential occupation by the Landlord and her daughter for the period of at least one-year.
3. Section 48.1 of the *Residential Tenancies Act, 2006* (the 'At') states that if a landlord serves an N12 notice for landlord's own use, the landlord must pay the tenant compensation equal to one month's rent or offer the tenant another rental unit acceptable to the tenant. Section 55.1 requires the landlord to pay the compensation by the N12

termination date, which in this case is October 31, 2025. This requirement is clearly set out on the N12 notice which the Landlord completed and gave to the Tenant as well as the L2 application the Landlord submitted to the LTB.

4. Section 83(3) of the Act provides that the LTB cannot issue an eviction order if this compensation has not been paid.
5. On the Landlord's own evidence, the compensation was not paid by the termination date. The Landlord testified that she advised the Tenant he was not required to pay rent for December 2025 and that \$200 in arrears of rent would be forgiven in satisfaction of the Act's compensation requirement.
6. The Landlord did not compensate the Tenant an amount equal to one month's rent on or before the termination date; therefore, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed. The LTB file is closed.

March 2, 2026
Date Issued

Christina Budweth
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.

