



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

File Number: LTB-L-069912-25

In the matter of: 216 LETCHER ST
SAULT STE. MARIE ON P6C4Y5

Between: Gilbert Quesnel Landlord

And

Barbara Ripplinger Tenant

Gilbert Quesnel (the 'Landlord') applied for an order to terminate the tenancy and evict Barbara Ripplinger (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.

This application was heard by videoconference on January 5, 2026.

The Landlord's Agent, Nicole Quesnel, the Landlord's Witness, Colette Linden, the Tenant, the Tenant's Witness, Bruce McCenna and the Tenant's Legal Representative, Riley Bertin attended the hearing.

Determinations:

Preliminary Issue – Disclosure of Prior N12 Notices

1. The Tenant raised the preliminary issue that the Landlord failed to disclose two other previously served N12 notices of termination dated January 30, 2024 and June 25, 2024 for the rental unit in this application.
2. Section 71.1(3) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Landlord to disclose in their application all previous N12 or N13 notices related to any rental unit owned by the Landlord in the past two years. Without that disclosure, section 71.1(4) of the Act states that the Board shall refuse the application for filing if the Landlord does not comply.
3. A similar issue was raised in application TNL-36369-21. Vice-Chair, Ian Speers there addressed the purpose of section 71.1(3) of the Act as follows:

...the apparent intention of this statutory amendment is to allow both Tenants and the Board to observe a pattern in a landlord's conduct of using N12 and N13 notices, I believe that the disclosure of all N12 and N13 notices, valid or not, is the legislative intent of the provision. This legislative intent is underscored by the contemporaneous proclamation of subsection 72(3) of the Act, which expressly contemplates that "the Board may consider any evidence the Board considers relevant that relates to the landlord's or the purchaser's previous use of notices of termination under section 48, 49, or 50."

...

The Act does not provide a clear consequence for a landlord's failure to meet their disclosure obligation under subsection 71.1(3). Subsection 71.1(4) provides that "the Board shall refuse to accept the application for filing if the landlord has not complied with subsection (3)," but does not expressly address what happens when the landlord has completed the appropriate section of the application but has omitted one or more N12 or N13 notices.

4. As did Vice-Chair Speers in TNL-36369-21, I accept that, in certain circumstances, where there is non-compliance with subsection 71.1(3) the application may be dismissed. However, in the circumstances of this application, the Landlord completed disclosure prior to service on the Tenant and the Tenant was aware of both previously served N12 notices.
5. As the prior N12 notices were served on the Tenant and the Tenant was aware of the notices, I find that the Tenant was not prejudiced in their ability to investigate patterns in the Landlord's use of N12 notices. The Tenant was not prejudiced in their ability to argue that any pattern undermined the good faith intention of the Landlord's service of the within N12 notice.
6. As a result, I find that it would not be an appropriate case to dismiss the application on this basis.

Was Compensation Paid?

7. The Tenant asserts that the Landlord failed to provide compensation contrary to section 48.1 and 55.1 of the Act which state that:

48.1 A landlord shall compensate a tenant in an 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.

55.1 If the landlord is required to compensate a tenant under section 48.1, 49.1, 52, 54 or 55, the landlord shall compensate the tenant no later than on the termination date specified in the notice of termination of the tenancy given by the landlord under section 48, 49 or 50.

8. The Landlord's Agent, Nicole Quesnel ('NQ'), submits that she paid the Tenant an amount equal to one month's rent as compensation via a money order which was handed directly

to the Tenant on June 29, 2025. However, NQ did not provide any proof of the money order such as a copy of the payment or a bank statement showing that the money order had been purchased. The Tenant provided equally credible evidence that the compensation was never paid to her.

9. As I was not satisfied that the Landlord paid the compensation as required by section 48.1 and 55.1 of the Act and did not offer the Tenant an alternate rental unit, I find that the Landlord has not satisfied a statutory requirement for this application and the application must therefore be dismissed. I do not believe this would be an appropriate case to extend the time requirements pursuant to section 190(2) of the Act which states “the Board may extend or shorten the time requirements with respect to any matter in its proceedings, other than the prescribed time requirements, in accordance with the Rules.” I was not satisfied, on a balance of probabilities, that the Landlord has taken reasonable steps to compensate the tenant. As a result, I decline to extend the time to provide compensation.

It is ordered that:

1. The Landlord’s application is dismissed.

March 3, 2026

Date Issued

Christopher Lin

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.