



**Order under Section 21.1 of the SPPA and 69
RTA, 2006**

File Number: LTB-L-050342-24-RV

In the matter of: 1, 155 DUNN AVE
TORONTO ON M6K2R8

Between: Andjey Olexiuk Landlord
Andriy Mokrivskyy

And

Karen McCall Tenant

Andjey Olexiuk and Andriy Mokrivskyy (the 'Landlord') applied for an order to terminate the tenancy and evict Karen McCall (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.

On August 1, 2025, the Tenant requested that order LTB-L-050342-24 issued on July 7, 2025, be reviewed and that the order be stayed until the Tenant's request to review the order is resolved.

On August 6, 2025, LTB-L-050342-24-IN was issued, staying the order and sending the application to a review hearing.

On December 8, 2025, LTB-L-050342-24-IN2 was issued, granting the review request and sending the application to a de novo hearing.

This application was heard de novo by videoconference on January 27 and February 20, 2026.

The Landlords, Landlords' legal representative Elina Vasilieva, the Tenant, and the Tenant's legal representative Caryma Sad attended the hearing.

Review Order

Preliminary Issue:

1. The Tenant raised a preliminary issue surrounding compensation pursuant to section 48.1 of the *Residential Tenancies Act* (the Act).

2. The parties agree that the Landlords served the Tenant an N12 Notice on June 20, 2024 containing a termination date of August 31, 2024. Along with the N12 Notice, the Landlords served the Tenant a letter that stated the following:

“With this letter we are notifying you on the following:

- 1) For the period of July 1, 2024 to July 31, 2024 you will not pay rent and will stay in the unit free of charge and it will be considered compensation under s.48.1
 - 2) The period of August 1, 2024 to August 31, 2024 the last month rent deposit will be applied as it will be your last month in the property.”
3. At the time the letter was served, the Tenant was not in arrears and did not owe any debt to the Landlords. After receiving the N12 Notice and the accompanying letter, the Tenant sent two e-transfers to the Landlords for the July and August 2024 rent. Both payments explicitly accepted by the Landlords.
4. The Tenant testified that near the end of September 2024, her roommate, David Resendes, handed her an envelope that had been left in her mailbox. The envelope, which contained no stamp, contained a cheque dated August 18, 2024, representing one month’s rent compensation. Mr. Resendes also testified that he found the envelope in the mailbox “near the end of September” and provided it to the Tenant.
5. The Landlord Andjey Olexiuk confirmed that he accepted the Tenant’s e-transfers for July and August 2024 rent. He testified that he subsequently mailed the Tenant a cheque dated August 18, 2024, representing one month’s rent in compensation. The Landlord could not confirm whether, or when, the Tenant received the cheque, only that it has never been cashed.
6. Section 48.1 of the Act states:

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
7. Section 55.1 of the Act states:

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. Section 83(4) of the Act states:

83(4) 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, 49.1, 52, 54 or 55, as the case may be.

9. I am not satisfied that the Landlord fulfilled their obligation to compensate the Tenant by waiving future rent. While it is not in dispute that the Landlord sent a letter waiving future rent, the Landlord subsequently accepted the Tenant's rent payments for July and August 2024. It is therefore abundantly clear that the Landlord did not provide the Tenant with the required compensation under section 48.1 of the Act. This conclusion is further supported by the Landlord's own evidence that he later sent a cheque to the Tenant for the compensation amount.
10. I am also not satisfied that the Landlords served the Tenant with a compensation cheque prior to August 31, 2024. Mr. Olexiuk was unable to confirm when he sent the cheque or whether the Tenant ever received it. I did not find the Landlord's picture of the unsent cheque, which was still contained in the Landlord's chequebook, to be convincing evidence.
11. I prefer the Tenant's evidence that she received an unstamped envelope in late September 2024, which aligns clearly and consistently with her testimony and is fully corroborated by the evidence of Mr. Resendes. The burden of proving that compensation was paid under section 48.1 rests with the Landlords. On a balance of probabilities, I find that the Landlord did not pay the Tenant an amount equal to one month's rent before the termination date, and that the termination date has now passed. As a result, the Landlord's application must be dismissed.

It is ordered that:

1. The L2 Application is dismissed.

March 9, 2026

Date Issued

Brett Lockwood

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.