



Order under Section 69 Residential Tenancies Act, 2006

Citation: shaikh v Lewis, 2026 ONLTB 19955

Date: 2026-03-10

File Number: LTB-L-076464-25

In the matter of: Basement, 1 MCINTYRE DR
Barrie ON L4N2S2

Between: Samina Shaikh Landlord

And

Annette Lewis Tenant

Samina Shaikh (the 'Landlord') applied for an order to terminate the tenancy and evict Annette Lewis (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 19, 2026.

The Landlord, the Landlord's representative Rida Shaikh, the Landlord's son acting as a translator Mohammad Shaikh, and the Tenant attended the hearing.

Determinations:

1. On August 2, 2025, the Landlord gave the Tenant a Notice to Terminate at End of the Term for Landlord's or Purchaser's Own Use ("Form N12") for the use of the rental unit by their child, with a termination date of November 30, 2025. Accordingly, the notice is for the type of occupancy permitted under paragraph 48(1)(a) and it meets the 60-day requirement under subsection 48(2) of the Act.

N12 Must Identify the Rental Unit

2. The Form N12 served to the Tenant does not identify the Tenant's unit as being the basement unit.
3. The certificate of service and application identify the Tenant's unit as the basement unit. At the hearing the Landlord testified that the residential complex is a house with two rental

units. The Tenant resides in the basement, and the upper portion of the house is rented to different tenants.

4. The *Residential Tenancies Act, 2006* (the “Act”) requires the identification of rental units in notices of termination such as the Form N12 at issue here. Subsection 43(1) of the Act sets out the minimum requirements for a notice of termination of a tenancy. Paragraph 43(1)(a) of the Act provides that a notice of termination shall identify the rental unit for which the notice is given. Subsection 43(1) of the Act provides as follows:

Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and **shall**,

(a) **identify the rental unit for which the notice is given;**

(b) state the date on which the tenancy is to terminate; and

(c) be signed by the person giving the notice, or the person’s agent. [Emphasis added]

5. The applicable statutory notice provisions above are mandatory in nature and require strict compliance (*Re Bianchi et al. and Aguanno et al.*, [1983 CanLII 1967 \(ON SC\)](#)). In *Re Bianchi*, the termination date was not at the end of the term as mandatorily required by the Act, so the Divisional Court found the notice defective. Here, the identification of the rental unit is, similarly, a mandatory requirement of the Act.
6. It is clear, and undisputed, that when the Tenant was served with the Form N12 there were two tenancies in the complex—that involving the Tenant and the other involving different tenants in the upper portion of the house. The Tenant identifies their unit as “basement”. The Landlord, in their application filed with the Board, identify the Tenant’s unit as “basement”. In the end, at the time when the Landlord served the Tenant with the Form N12 there were two distinct tenancies involving two separate units in the complex. The Landlord clearly sees the Tenant as living in a separate unit in the complex—that is the basement unit as indicated on the L2 application.
7. For these reasons I am unable to find, on a balance of probabilities, that the Form N12 correctly identified the Tenant’s unit at the time that it was served upon the Tenant.

Compensation Required to be Paid

8. The Act requires that compensation be paid. Section 48.1 of the Act requires a landlord who has served a tenant with a Form N12 pursuant to section 48 to pay compensation to the tenant in an amount equal to one month’s rent. Section 55.1 of the Act requires the compensation must be paid no later than on the termination date specified in the N12 notice of termination given by the landlord under section 48.
9. The Landlord has not paid the Tenant compensation and indicated they will but were not sure when. The Act is clear that compensation is to be paid no later than the termination date specified in Form N12. As this has not been done, the application cannot proceed.

10. Section 83(4) of the Act states that the Board cannot terminate a tenancy if the Landlord has not complied with the requirement to pay compensation.
11. Therefore, pursuant to section 48.1 and section 83(4) of the Act, the application shall be dismissed because the Landlord did not pay compensation to the Tenant in an amount equal to one month's rent on or before the termination date in the Form N12.

Declaration is Filed and Sworn to be in Good Faith

12. The declaration of intent to occupy the rental unit was not sworn to be in good faith.
13. Subsection 72(1) of the Act requires the Landlord to file an affidavit/declaration sworn by the person who personally requires the rental unit and that person certifying that they in good faith requires the rental unit for his or her own personal use for at least one year.
14. A declaration of intent to occupy the rental unit that is sworn to be in good faith is a requirement for granting an application under section 49(1) of the Act. As a declaration was unsigned and not sworn to be in good faith, the application may not proceed.

It is ordered that:

The Landlord's application is dismissed without prejudice.

March 10, 2026
Date Issued

Jeanie Theoharis
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

