



Order under Section 69 Residential Tenancies Act, 2006

Citation: Miller v Johnson, 2026 ONLTB 20523

Date: 2026-03-13

File Number: LTB-L-104670-25

In the matter of: 213 YARMOUTH RD
TORONTO ON M6G1X5

Between: Barrington Miller Landlord

And

Shanelle Johnson Tenant

Barrington Miller (the 'Landlord') applied for an order to terminate the tenancy and evict Shanelle Johnson (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 March 5, 2026.

The Landlord and the Tenant attended the hearing. The Tenant requested to speak to Tenant Duty Counsel prior to the start of this proceeding, however Duty Counsel was not available.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. This is an application based on a notice of termination served under section 48(1) of the *Residential Tenancies Act, 2006* (Act).
3. Subsection 48(1) of the Act states in part:

A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,

(a) the landlord;

(b) the landlord's spouse;

(c) a child or parent of the landlord or the landlord's spouse; or

...

[emphasis added]

4. On December 11, 2025, the Landlord served the Tenant an N12 Notice to End the Tenancy ('N12') setting out that the Landlord requires possession of the rental unit for the following reason:
 - Himself and he intends to move into the rental unit and occupy the rental unit for at least one year.
5. The termination date in the N12 was February 28, 2026.
6. The Tenant did not move out of the rental unit in accordance with the termination date set out in the N12.
7. Section 48.1 of the Act requires a landlord who has served a tenant(s) with an N12 notice 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.** ...[emphasis added]
8. The Landlord testified that the Landlord did not pay the compensation to the Tenant equal to one month's rent on or before February 28, 2026, the termination date set out in the N12, pursuant to the Act. The Landlord further testified that the Tenant was in arrears, and this is why he did not provide the compensation, and he was unaware he was required to pursuant to the Act.
9. The Tenant testified on questioning that she was not provided compensation as of the date of termination in the N12.
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 N12.
12. The requirement for one month's compensation is clearly stated in the abovementioned sections of the Act. The Board can assist parties by providing general information as needed, however the Board does not act as a legal representative for either party and consequently, it is the Landlord's responsibility to ensure that the application is complete and in compliance with the Act.

It is ordered that:

1. The Landlord's application is dismissed.

March 13, 2026
Date Issued

Panagiotis P. Roupas
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.