



Order under Section 69 Residential Tenancies Act, 2006

Citation: Jutla v Lee, 2026 ONLTB 20490

Date: 2026-03-10

File Number: LTB-L-079263-25

In the matter of: 1917 Don White Court
Oshawa ON L1H8L7

Between: Gurcharan Jutla Landlord

And

Gaskin Lee Tenant
Tera Engley

Gurcharan Jutla (the 'Landlord') applied for an order to terminate the tenancy and evict Gaskin Lee and Tera Engley (the 'Tenants') 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 19, 2026.

The Landlord's legal representative and the Tenant TE attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On September 8, 2025, the Landlord gave the Tenants an N12 notice of termination with the termination date of November 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by themselves and their spouse.

4. Based on the evidence before me, I find that the Landlord has not compensated the Tenants an amount equal to one month's rent by November 30, 2025, and the termination date has passed. As a result, the Landlord's application must be dismissed.
5. Section 48.1 of the Act states "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."
6. Also, section 55.1 of the Act states that 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."
7. The Board has interpreted an express waiver of rent for a specific month can satisfy the compensation requirement and a landlord could also waive a month of rent in which arrears had already accumulated. The waiver of rent must be expressed clearly to the Tenant prior to the termination date. This interpretation is consistent with the Board's approach in *608598 Ontario Ltd v Tuteja*, [2022 CanLII 55130 \(ON LTB\)](#) and *McKenna v Hastie*, [2021 CanLII 84027 \(ON LTB\)](#).
8. On page 13 of the L2 application is an attached note which states, "Please note that the Tenants have outstanding rent for September 2025. The Landlord did not receive the rent till September 8th. Therefore, N12 was mailed and attached a letter that unpaid rent will go toward their compensation. The Landlord will compensate the one month rent from the outstanding rent upon Judgement."
9. I find that the Landlord has not yet paid compensation to the Tenants, nor have they made an express waiver of rent prior to the termination date noted on the N12. It is not appropriate to permit the Landlord to rely on a waiver of rent only upon receiving an order in their favour. This does not satisfy the requirement to pay compensation.
10. Despite having the jurisdiction to extend the time for payment of compensation under the Act by virtue of section 190(2) of the Act, I do not consider this an appropriate case in which to extend the deadline.
11. There was no clear expression to pay compensation or a clear waiver of rent for a specific month to satisfy the Landlord's obligation to pay compensation as required by section 48.1 of the Act by the termination date as required by section 55.1. In the absence of evidence to attempt to pay compensation by the termination date, I do not find the circumstances would support an exercise of discretion to extend the deadline.
12. There was also no evidence before me that the Landlords satisfied the compensation requirement by offering the Tenants another rental unit.
13. The Landlord has not compensated the Tenants an amount equal to one month's rent and the termination date has passed. As a result, the Landlord's application must be dismissed.

It is ordered that:

The Landlord's application is dismissed.

March 10, 2026

Date Issued

Jeanie Theoharis

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.