



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

File Number: LTB-L-089236-25

In the matter of: 233 CORNELL PARK AVE
MARKHAM ON L6B0W8

Between: THUSIYANANTH (THUSI) Landlord
VINAYAGAMOORTHY
LAVANYA RAAJENDIRAA

And

LINDA LAWLOR Tenant

THUSIYANANTH (THUSI) VINAYAGAMOORTHY and LAVANYA RAAJENDIRAA (the 'Landlord') applied for an order to terminate the tenancy and evict LINDA LAWLOR (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.

This application was heard by videoconference on February 10, 2026.

The Landlord's Legal Representative, Berkan Altun, the Landlord, the Tenant's Legal Representative, Stefan Juzkiw, and the Tenant attended the hearing.

Determinations:

1. On October 17, 2025, the Landlord gave the Tenant an N12 notice of termination with a termination date of December 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation for themselves.
2. The Tenant's Legal Representative raised a preliminary issue that the Tenant has not been provided 1 month's rent as compensation on or before the termination date set out in the notice. The Tenant's Legal Representative stated the prejudice to the Tenant is that this is the 2nd N12 notice served on this Tenant, and that the Landlord was aware of his obligations, and that the Tenant required the 1 month rent compensation to assist with moving. After the Landlord provided the Tenant with the previous N12 notice of

termination, the Tenant was ordered by the LTB to return the compensation that had been paid to the Landlord, which the Tenant complied on June 22, 2024.

3. The Landlord's Legal Representative, in response stated that the Landlord provided the Tenant with a letter advising her that the 1 month rent compensation that was previously given to her for a previous N12 notice, it was to be applied towards the 1 months rent compensation for this notice. Due to the Tenant sending the Landlord the compensation back from the previous notice by email transfer and it did not have a memo stating what the money was for, this caused the Landlord confusion.
4. In accordance with sections 48.1 and 55.1 of the Act, a landlord who serves a notice of termination under section 48 of the Act for personal use must pay the tenant an amount equal to one month's rent by the termination date in the notice or offer the tenant another rental unit acceptable to the tenant.
5. Ultimately, I find that the Landlord has not compensated the Tenant an amount equal to one month's rent and the termination date has passed. Even if I accept the Landlord's evidence, I find that the Landlord ought to have known that the Tenant provided him with the previous compensation paid as per the LTB order that was issued on June 22, 2024, therefore, he ought to have known that the compensation was not provided to the Tenant when he served a 2nd N12 notice over a year later.
6. I find that given the length of time that the Landlord received the compensation back from the Tenant, it is not appropriate to extend the deadline pursuant to section 190 of the Act, as the Landlord was aware of his requirements to provide the Tenant with the 1 month rent compensation prior to the termination date and failed to do so.
7. As a result, the Landlord's application must be dismissed because the Landlord failed to comply with sections 48.1 and 55.1 of the Act.
8. Furthermore, the Act states pursuant to section 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

It is ordered that:

1. The Landlord's application is dismissed.

March 11, 2026
Date Issued

Samantha Greaves
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.