



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Morrell v Yager, 2026 ONLTB 22787

Date: 2026-03-16

File Number: LTB-L-090092-25-RV

In the matter of: 3, 4 Cameron Side Road West
Kingsville ON N8M2X5

Between: William Morrell

Landlord

And

MAR 16, 2026

Lisa Yager

Tenant

Review Order

William Morrell (the 'Landlord') applied for an order to terminate the tenancy and evict Lisa Yager (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 resolved by order LTB-L-090092-25 issued on February 2, 2026. Only the Tenant and the Tenant's legal representative, Vidy Matadeen, attended the original hearing on January 29, 2026.

On February 10, 2026, the Landlord requested a review of the order.

This review was heard by videoconference on March 12, 2026.

The Landlord, the Tenant and the Tenant's representative, Vidy Matadeen, attended the hearing.

Determinations:

The Review

1. For the following reasons, the Landlord's request to review order LTB-L-090092-25 issued on is granted.
2. The Landlord stated that on or around January 26, 2026, he saw a request from the Tenant's representative to reschedule the hearing that was scheduled for January 29, 2026. In or around the same time he received a Notice of Hearing for February 6, 2026. As such, the Landlord believed that the January 29, 2026 hearing had been rescheduled for February 6, 2026. He did not realize that the February 6, 2026 hearing date was for the Tenant's application, not his application.

3. The Tenant's representative submitted that the review should not be granted because the Landlord should have realized that the February 6, 2026 hearing was for the Tenant's application.
4. The Board's file confirms that the Tenant's representative filed a request to reschedule the January 29, 2026 hearing. The Board's file with respect to the Tenant's application (LTB-T-0069780) also confirms that the notice of hearing for February 6, 2026 was emailed to the Landlord on January 27, 2026. In light of same, I find it plausible that the Landlord believed that the January 29, 2025 hearing date was rescheduled to February 6, 2026.
5. On the basis of the submissions made in the request, I am satisfied that the Landlord was not reasonably able to participate in the proceeding. Therefore, the Landlord's request to review order LTB-L-090092-25 issued on is granted.

The Application

Preliminary issues

Service of the N12 notice?

6. While the Landlord's certificate of service states that he served the N12 notice on the Tenant on October 23, 2025, it does not identify the method of service (i.e. how it was served). At the hearing, the Landlord confirmed that he personally served the Tenant with the N12 notice by attending at the unit on October 23, 2025 and personally handing the N12 notice to the Tenant. The Tenant does not dispute the service.
7. The Tenant's representative stated that while the parties agree that the N12 notice was served on October 23, 2025, the N12 notice itself is dated October 24, 2025. She queried how the N12 notice could be served one day before it was issued and stated that it brought into question the reliability of the Landlord's certificate of service.
8. The Landlord's stated that the date on the N12 notice was likely a typo on his part and therefore a clerical error. He stated that the Tenant still had the benefit of more than sixty days' notice, regardless of whether the N12 notice was dated October 23 or 24, 2025.
9. Given that it is undisputed that the N12 notice was served on October 23, 2025 and the Tenant was provided more than sixty days' notice of termination, I do not find that a clerical error in dating the N12 notice on October 24 instead of October 23, 2025 invalidates the N12 notice or the service of same.

Compensation not paid

10. The Tenant's representative submitted that the application must be dismissed because the Landlord failed to pay the Tenant one month's compensation pursuant to sections 48.1 and 55.1 of the *Residential Tenancies Act, 2006*, S.O. 2006, c.17, (the "Act").
11. Pursuant to section 48.1 of the *Residential Tenancies Act, 2006*, S.O. 2006, c.17, (the "Act"):

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.

12. Pursuant to section 55.1 of the Act:

If the landlord is required to compensate the Tenant under section 48.1, 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 or 50.

13. It is undisputed that the Landlord gave the Tenant an N13 notice on March 24, 2024 and that the Landlord paid the Tenant one month of compensation as required pursuant to section 50 of the Act, being \$728.31. The Landlord's application (i.e. LTB-L-054098-25) was granted by order issued on April 3, 2025. That order was overturned on review and the Landlord's application was subsequently dismissed by order issued July 17, 2025. A request to review the July 17, 2025 order was denied by order issued on September 8, 2025. On Landlord then proceeded to serve an N12 notice on the Tenant on October 23, 2025, being nineteen months after the N13 notice was served.
14. The question I must consider is whether the compensation paid pursuant to the N13 notice satisfies the requirements under the Act, specifically whether the previous compensation paid to the Tenant applies as valid compensation under the current application.
15. It is undisputed that after the N13 notice was served on March 24, 2024 and before the N12 notice was served on October 23, 2025, the rent increased by \$18.19, from \$728.31 to \$746.50. It is also undisputed that on or after the Landlord gave the Tenant the N12 notice on October 23, 2025, the Landlord e-transferred the amount of \$18.19. There is no explanation on the e-transfer confirmation [Doc 6665322] as to what that payment represented.
16. The Landlord testified that compensation paid to the Tenant pursuant to the N13 notice served March 24, 2024 (i.e. \$728.31) was never returned to the Landlord after his first application was dismissed. His position is that by accepting the top up payment of \$18.19, the Tenant has received one month of compensation for the N12 notice that was served on October 23, 2025. He admitted that he did not tell the Tenant that the previous compensation paid for the N13 notice was being transferred to the current N12 notice. He just told her that she had received one month's rent.
17. The Landlord stated that when the Tenant asked him why he e-transferred her \$18.19, he told her it was to top up the rest of the rent that he had to pay for her to move out. He expected the Tenant to know that since she did not return the compensation paid for the N13 notice that she would know it was being applied to the N12 notice.
18. The Tenant testified that the Landlord never told her that compensation paid for the N13 notice nineteen months previously was being transferred as compensation for the N12 notice. When

she asked the Landlord why he had e-transferred her \$18.19, the Landlord said that matter would be dealt with by the LTB.

Analysis

19. When a landlord seeks pay one months' compensation to the Tenant by waiver of rent for a particular month, the landlord must clearly and unequivocally advise the Tenant in advance of the termination date set out in the notice that rent is being waived or forgiven. Similarly, in my view, when a landlord seeks to apply compensation paid for a previous N13 notice to a subsequent N12 notice, the landlord must clearly and unequivocally advise the Tenant of that intention. I am satisfied, in this case, that the Landlord did not advise the Tenant about the transfer of compensation from the N13 notice to the N12 notice.
20. As such, I find that the Landlord did not provide valid compensation to the Tenant of an amount equal to one month's rent pursuant to s.48 and s.55 of the Act.
21. As the Landlords failed to pay the required compensation by the termination date in the notice, the application is dismissed.
22. Under section 73.1 of the Act, the Board may order the return of compensation paid to a Tenant if the Board refuses to grant an eviction order but where compensation has been given under section 48.1. I find that the Landlord is entitled to the return of the compensation paid to the Tenant for the N12 notice, being \$18.19.

It is ordered that:

1. The request to review order LTB-L-090092-25 issued on is granted. The order is cancelled.
2. The Landlords' application is dismissed.
3. The Tenant shall return the amount of \$18.19 to the Landlord, which amount was given by the Landlord in satisfaction of the required compensation under s. 48.1.

March 16, 2026

Date Issued

Karen Gonçalves

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.