



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: BHULLAR v PROSSER, 2026 ONLTB 24088

Date: 2026-03-20

File Number: LTB-L-107430-25

In the matter of: Upper Unit, 297 NANCY ST
DUTTON ON N0L1J0

Between: Harpreet Singh Bhullar Landlord

And

Lindsay Eileen Prosser
Brandon Bradley Chrisjohn Tenants

Harpreet Singh Bhullar (the 'Landlord') applied for an order to terminate the tenancy and evict Lindsay Eileen Prosser and Brandon Bradley Chrisjohn (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.

This application was heard by videoconference on March 16, 2026.

The Landlord's representative Jatinder Kataria and the first named Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord did not comply with the requirements under section 48.1 of the *Residential Tenancies Act, 2006* (Act), therefore the Landlord's application must fail.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On October 15, 2025, the Landlord gave the Tenants an N12 notice of termination with the termination date of December 15, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord, the Landlord's spouse, and the Landlord's child(ren).
4. 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

5. It is undisputed the Landlord did not provide the required compensation to the Tenants. The Landlord's legal representative stated his clients were "willing and able" to provide the compensation but the Tenants have evaded the Landlord's attempts.
6. The Landlord was not present at the hearing. The Landlord's Legal Representative attempted to provide oral evidence as to the Landlord's attempts at providing the Tenants with the required compensation. Evidence of this nature should be provided directly by the party themselves. Not only is providing contested evidence on the key legal issue inconsistent with the appropriate role of a legal representative in the hearing room, but it is of little value as it is entirely hearsay and cannot be tested through cross-examination.
7. I am not satisfied based on the evidence before me that the Landlord was unable to compensate the Tenants as required by the Act because of actions or inactions by the Tenants. Subsection 191(1) of the Act provides several ways a document, such as a compensation cheque, can be delivered that the Board considers sufficient. The Landlord did not attempt to serve the Tenants the required compensation in any of these listed ways.
8. Furthermore, the Landlord served the N12 Notice on the Tenants to two separate e-mails. The Landlord did not attempt to send an e-transfer to either of the e-mails to provide the required compensation.
9. Based on my findings above, I find that 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:

1. The Landlord's application is dismissed.

March 20, 2026

Date Issued

Elena Jacob

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.