



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hamilton v Cross, 2026 ONLTB 24715

Date: 2026-03-23

File Number: LTB-L-107251-25

In the matter of: 594 FOURTH AVE GD 0
Barrie ON L0K1R0

Between: Debbie Hamilton Landlord

And

Sarah Cross Tenant

Debbie Hamilton (the 'Landlord') applied for an order to terminate the tenancy and evict Sarah Cross (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 March 16, 2026.

The Landlord, the Landlord's representative Adam Baird, the Tenant, and the Tenant's representative Karen Dubin 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 Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On November 12, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of January 14, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of her own residential occupation.

One Month's Rent Compensation

4. The lawful monthly rent is \$1,025.00. It is due on the 15th of each month. The Tenant pays \$725.00 per month and the Landlord receives a monthly subsidy directly from a community organization in the amount of \$300.00.

5. The Landlord's representative sent a letter to the Tenant on November 7, 2025 (DOC-7022933):

"In place of giving you one months rent, [the Landlord] is waiving your November rent. This means you do not need to pay rent for your rental period from November 15 to December 14, and the agency responsible for supplementing your rent (Native Friendship Centre) will also be notified and informed that they do not need to send their portion of the rent for this month. Any attempt to send the rent will be turned down and payment returned to you if necessary."

6. The Tenant denies ever receiving this letter. However, the cheque for November 2025 rent was not cashed by the Landlord.
7. The Landlord testified she also advised the Tenant to not pay the rent for December as she would be applying the last months' rent deposit for the rental period of December 15, 2025 to January 14, 2026. The Tenant did not dispute this conversation.
8. The Tenant provided a cheque for December 2025 rent to the Landlord; the cheque was not cashed by the Landlord.
9. The Tenant provided a cheque for January 2026 rent to the Landlord. On January 21, 2026 the Landlord returned the cheques for November 2025, December 2025, and January 2026.

Analysis

10. 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 48.1. [Emphasis added].

11. Section 55.1 of the Act states:

If the landlord is required to compensate a tenant under section 48.1... 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...[Emphasis added].

12. Based on the evidence before me, I am not satisfied the Landlord provided the required compensation to the Tenant on or before the termination date on the N12.
13. Even if the Tenant's testimony of not receiving the letter dated November 7, 2025 from the Landlord's representative was accepted, I do not find the letter to satisfy the requirement of section 48.1. The Tenant was only compensated \$725.00, not the full rent amount of \$1,025.00. The community centre was "compensated" the remaining amount. Therefore, the Landlord did not comply with section 48.1 of the Act.
14. The Landlord testified she did not cash the December 2025 rent cheque specifically because she intended to use the Last Month's Rent deposit for that rental period.

15. Even if the Board accepted the return of the three uncashed cheques totalling more than one month's rent complies with section 48.1, they were returned to the Tenant after the termination date had passed. Therefore, the Landlord did not comply with 55.1 of the Act.

16. As a result, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 23, 2026
Date Issued

Elena Jacob
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.