



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

**Citation:** D'Amico v Schutz, 2026 ONLTB 24765

**Date:** 2026-03-24

**File Number:** LTB-L-099063-25

**In the matter of:** 1, 6325 Franklin Avenue  
Niagara Falls ON L2G4Z4

**Between:** Lorenzo D'Amico Landlords  
John D'Amico

**And**

Sabine Schutz Tenant

Lorenzo D'Amico and John D'Amico (the 'Landlords') applied for an order to terminate the tenancy and evict Sabine Schutz (the 'Tenant') because the Landlords 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 Landlords, the Tenant, and the Tenant's representative Antonio Caruso 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) nor did the Landlord comply with the requirements of subsection 48(2) and 69(1). Therefore, the Landlords' 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. The Landlords filed this application based on an N12 notice of termination with a termination date of October 31, 2025 (DOC-6856413). The Landlords provided a Certificate of Service ('COS') (DOC-6856390) which indicates the N12 was served on August 15, 2025.

4. The Tenant testified she received two N12 notices from the Landlords. One N12 was dated July 7, 2025 with a termination date of August 8, 2025 (DOC-7516513, pages 8-9). The second N12 was dated August 15, 2025 with a termination date of November 1, 2025 (DOC-7516513, pages 10-11). The Tenant testified she did not receive the N12 with a termination date of October 31, 2025.
5. The Landlord, John D'Amico (JD), testified he provided the N12 with the termination date of October 31, 2025 by placing in the Tenant's mailbox on August 15, 2025.
6. The Tenant testified she checks her mail everyday and only received one N12 notice on August 15, 2025 which had a termination date of November 1, 2025.

### Compensation Required

7. The Landlord testified he provided a cheque in the amount of one month's rent pursuant to section 48.1 of the Act on October 31, 2025 by leaving it in the Tenant's mailbox.
8. The Tenant testified she did not receive the compensation cheque until November 17, 2025.

### Analysis

9. Subsection 48(2) of the Act states:

The date for termination specified in the notice shall be at least 60 days after the notice is given and **shall be the day a period of the tenancy ends** or, where the tenancy is for a fixed term, the end of the term. [Emphasis added].

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.

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. Subsection 69(1) of the Act states:

A landlord may apply to the Board for an order terminating a tenancy and evicting the tenant **if the landlord has given notice to terminate the tenancy under this Act** or the *Tenant Protection Act, 1997*. [Emphasis added].

13. There were two N12 notices dated August 15, 2025 presented to the Board. The COS (DOC-6856390) does not indicate anything more than *an* N12 was served; the COS does

not indicate what termination date was on the N12. Therefore, the weight that is given to the COS is less than the weight given to the parties' direct testimony when making determinations.

14. Throughout the hearing, the Tenant testified in a clear, straightforward manner. The Tenant's testimony was unwavering and direct. I found the Tenant's testimony to be credible. JD's testimony through the hearing was defensive and often evasive. JD insisted on "doing everything right" when questioned about the inconsistencies in his testimony, his documentary evidence, and the Tenant's testimony.
15. I prefer the Tenant's testimony with respect to the N12 notice received on August 15, 2025 having a termination date of November 1, 2025.
16. Based on the evidence before me I am not satisfied that the Landlords served the Tenant with a proper notice of termination pursuant to subsection 48(2) and therefore, could not file this application pursuant to subsection 69(1).
17. Furthermore, the conclusion with JD's testimony was further supported by the inconsistencies in the Landlords application and JD's testimony.
18. There was no COS provided for the compensation; the Board does not require one as part of this application.
19. The Landlords filed this application on November 7, 2025. Schedule B Part A of the application provides three options to a landlord when submitting the application:
  1. I gave the tenant [Amount] in compensation on [date].
  2. I offered the tenant another rental unit and the tenant accepted it.
  3. I will give the tenant [Amount] in compensation. I understand that this must be paid no later than the termination date in the N12 notice.
20. The Landlords selected the third option, noting they *will* pay \$828.00 in compensation to the Tenant. Although this application was filed *after* the termination date, the Landlords still chose this option despite JD testifying they paid compensation *before* the termination date.
21. Even if the Landlords satisfied the Board they served the N12 with the correct termination date, the Landlords did not satisfy the Board that they paid the required compensation before the termination date. I prefer the Tenant's testimony that she received the compensation cheque on November 18, 2025.
22. For these reasons, the Landlord's application must be dismissed.
23. The Tenant will be ordered to return the compensation by April 30, 2026.

**It is ordered that:**

1. The Landlord's application is dismissed.
2. The Tenant shall return the compensation in the amount of \$828.00 to the Landlord on or before April 30, 2026.
3. If the Tenant does not pay the Landlords the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

**March 24, 2026**  
**Date Issued**

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Elena Jacob  
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.