



**Order under Section 69 / 88.2  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-105879-25

**In the matter of:** 339 PINEGROVE RD  
Oakville ON L6K3P8

**Between:** Sulaf Alkarawi Landlords  
Nabaa Alkassab

**And**

Daria Krasnoshchokova Tenants  
Liudmyla Krasnoshchokova

Sulaf Alkarawi and Nabaa Alkassab (the 'Landlords') applied for an order to terminate the tenancy and evict Daria Krasnoshchokova and Liudmyla Krasnoshchokova (the 'Tenants') because:

- the Landlords in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on March 23, 2026.

The Landlord, Sulaf Alkarawi, and the Tenant, Daria Krasnoshchokova, attended the hearing. Giorgi Kvekveskiri attended the hearing as an interpreter for the Tenant.

**Determinations:**

**N12 Notice of Termination**

1. As explained below, the Landlords' N12 notice of termination is invalid. Therefore, this portion of the Landlords' application must be dismissed.

2. On September 15, 2025, the Landlords gave the Tenants an N12 notice of termination with the termination date of November 10, 2025. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by their child.
3. In response to an email from the Board identifying an issue with the notice period provided in this N12 (less than 60 days), the Landlords submitted a new N12 to the Board on January 13, 2026, with a termination date of November 15, 2025.
4. During the hearing, the Landlord confirmed that the rent is due on the 1<sup>st</sup> day of each month. Subsection 48(2) of the *Residential Tenancies Act, 2006* (the 'Act') says that the date of 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.
5. The termination date on both of the submitted N12s was not the last day of the rental period. The Board does not have the authority to alter or change the termination date. Therefore, the notice is invalid, and this aspect of the application must be dismissed.
6. The Landlords may serve a new notice with the correct information and file a fresh application with the Board.

### **Utilities**

7. On their L2 application, the Landlords claimed \$680.00 in unpaid utilities.
8. The Landlords did not provide any evidence of these unpaid utilities other than email correspondence between themselves and customer service agents with Oakville Hydro.
9. None of this correspondence identified the outstanding utility amounts to be \$680.00.
10. As such, the Landlords have not proven that the Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement

### **It is ordered that:**

1. The Landlords' application is dismissed.

**March 27, 2026**  
**Date Issued**

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Curtis Smith  
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.