



Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And Section 21.1 of the **Statutory Powers Procedure Act**

File Number: LTB-L-007347-25-AM

In the matter of: 240 ORTON PARK RD
SCARBOROUGH ON M1G3H4

Between: JAMEEL AHMED Landlord

And

CHRIS LOCKHART Tenant
MICHELE LOCKHART

JAMEEL AHMED (the 'Landlord') applied for an order to terminate the tenancy and evict CHRIS LOCKHART and MICHELE LOCKHART (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 June 3, 2025.

The Landlord and the Tenant, Chris Lockhart attended the hearing.

This amended order is being issued to correct a clerical error in the order issued on July 24, 2025.

Determinations:

Preliminary Issue – Termination Date in N12 Notice

1. The Landlord served an N12 notice of termination on the Tenant with a termination date of March 31, 2025.
2. At the hearing, the Tenant raised a preliminary issue that the rental period runs from the 5th to the 4th day of each month. The Landlord submits that the rent is due on the 1st of each month but that during the COVID-19 pandemic the rent was allowed to be paid on or before the 5th day of each month.
3. A copy of the lease agreement was entered into evidence by the Tenant. The lease agreement states at paragraph 2 that, "the term of this agreement shall be as follows: This

shall be a one year lease which shall begin on 1st December 2013, after which it will be a month-to-month tenancy.”

4. However, the lease also states in paragraph 3 that, “The tenant will pay rent of \$2,300.00 (twenty three hundred) per month, and shall be payable in advance on or before the 5th day of each month.”
5. The Tenant also entered into evidence a letter from the LTB dated April 5, 2022 indicating that the Board allowed an amendment to correct the date the rent payments are due as “the written submissions of the Landlord confirms that monthly rent is due on the fifth day of each month...”
6. Section 48(2) of the *Residential Tenancies Act, 2006* (the ‘Act’) states that:

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.

7. The Landlord’s explanation for the fact that the rent was due on the 5th as a result of the COVID-19 pandemic was not credible as the lease stipulates a payment date of the 5th of each month and the lease was signed in 2013, prior to the COVID-19 pandemic. I found the Tenant’s evidence which included a copy of the lease and the requested amendment to be more credible with regards to the rental period.
8. Based on the evidence before me, I was satisfied on a balance of probabilities, that the rental period runs from the 5th day of each month to the 4th day of each month. As rent is due on the 5th day of each month, the rental period is therefore from the 5th day of each month to the 4th day of each month.
9. As a result, I find that the N12 notice does not comply with section 48(2) of the Act as the termination date of March 31, 2025 does not coincide with the last day of the rental period. As the rent is due on the 5th day of each month the termination date must be the last day of the rental period which, in this instance, is the 4th day of each month. Therefore the N12 notice is defective and the Landlord’s application must be dismissed.
10. **Since I am refusing to grant the Landlord’s application because the N12 notice is invalid, I am ordering that the Tenant pay the one month’s compensation of \$2,346.00 back to the Landlord pursuant to subsection 73.1 of the Act.**

It is ordered that:

1. The Landlord’s application is dismissed.
2. **The Tenant shall pay the amount of \$2,346.00 received as one month’s rent compensation back to the Landlord by no later than April 13, 2026, if they have not already done so.**

3. **If the Tenant does not pay the Landlord the full amount owing on or before April 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 14, 2026 at 4.00% annually on the balance outstanding.**

July 24, 2025

Date Issued

Christopher Lin

Member, Landlord and Tenant Board

April 2, 2026

Date Amended

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.