



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-102853-25

In the matter of: 1314 Pinehurst Avenue
Oshawa ON L1H8G5

Between: Donald Brown Landlord

And

Joe Bajorek Tenant

Donald Brown (the 'Landlord') applied for an order to terminate the tenancy and evict Joe Bajorek (the 'Tenant') because:

- because the Tenant did not pay the rent that the Tenant owe. (L1 application)
- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year. (L2 application)

This application was heard by videoconference on March 26, 2026.

The Landlord, the Landlord's Legal Representative Carson Frankum, and the Tenant's Agent Angela Vassel attended the hearing.

Determinations:

1. The notice to terminate the tenancy because the Landlord requires possession of the rental unit for the purpose of residential occupation pursuant to the *Residential Tenancies Act, 2006* (the 'Act') is fatally flawed, and therefore, not valid. Since the notice is not valid, the Landlords' application cannot be granted.
2. The Landlord served the Tenant with a N12 Notice to Terminate on November 26, 2025, it had a termination date of January 30, 2026.
3. Section 48 of the Act says:
 - (1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,
 - (a) the landlord;
 - (b) the landlord's spouse;
 - (c) a child or parent of the landlord or the landlord's spouse; or

- (d) a person who provides or will provide care services to the landlord, the landlord's spouse, or a child or parent of the landlord or the landlord's spouse, if the person receiving the care services resides or will reside in the building, related group of buildings, mobile home park or land lease community in which the rental unit is located.
 - (2) 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]
- 4. The Landlord's Legal Representative submitted that the rent was due on the 1st of the month.
 - 5. Based on the Landlord's Legal Representative's submission, with the rent due on the 1st, the end of the term is the last day of the month; therefore, the termination date on the notice should have been January 31, 2026. Section 200 of the Act only permits an application to be amended. A notice of termination can only be amended if it is a clerical error, such as a misspelled name.
 - 6. Putting an incorrect termination date on a notice of termination is not a clerical error. The incorrect date makes the N12 fatally flawed and the Landlords' application for eviction must be dismissed.
 - 7. The Landlord's Legal Representative withdrew the L1 portion of the application.

It is ordered that:

- 1. The Landlord's L2 portion of the application is dismissed.
- 2. The Landlord's L1 portion of the application is withdrawn.

March 31, 2026
Date Issued

Diane Wade
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.

