



Order under Section 69 Residential Tenancies Act, 2006

Citation: Spence v Dion, 2026 ONLTB 26954

Date: 2026-03-31

File Number: LTB-L-096074-25

In the matter of: 1531 Cassells St.
North Bay ON P1B4C3

Between: Thomas Spence Landlord

And

Eric Dion Tenant

Thomas Spence (the 'Landlord') applied for an order to terminate the tenancy and evict Eic Dion (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

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

The Landlord's authorized non-legal representative Peter Spence and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 7, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of January 31, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord.
4. The Landlord has not compensated the Tenant an amount equal to one month's rent.
5. There was no good-faith effort by the Landlord or his agents to pay the compensation owed to the Tenant under section 48.1 of the Act.

6. The Landlord's representative cited a December 2, 2025, email between himself and the Tenant as proof of a waiver of rent to compensate the Tenant. That is not, however, what the emails submitted into evidence demonstrate.

7. In his email to the Tenant, the Landlord's representative says the following to the Tenant:

"Given you have not sent in a rent payment on December 1st I am going to assume you are applying Decembers [sic] rent to this payment as per our offer."

8. The Tenant responded the next day with a clear repudiation of this assumption:

"It is not the case. Please do not make assumptions or relay unsubstantiated claims that do not come from me directly."

9. This exchange does not meet the requirements of compensation via a rent waiver. A waiver of rent must be clear and unambiguous in its content and effect. The Landlord's representative did not say to the Tenant that the arrears owing for December 2025 were waived as compensation under section 48.1. Rather, he states that he is assuming that is how the Tenant wishes to be compensated, which the Tenant swiftly denies.

10. A clear, unambiguous waiver would, in my view, preclude the Landlord from pursuing an application to recover those arrears. At no point was it clearly communicated to the Tenant that the rent for December 2025 was no longer payable.

11. The Board has the discretion to extend the deadline for compensation under section 48.1, pursuant to subsection 190(2). However, this discretion must be exercised in accordance with the LTB Rules of Procedure. Rule 16.4 sets out the factors the Board may consider in deciding requests to extend or shorten timelines under the Act as follows:

- the length of the delay, and the reason for it;
- any prejudice a party may experience;
- whether any potential prejudice may be remedied;
- whether the request is made in good faith; and
- any other relevant factors.

12. The Landlord's representative could not point to an effort to pay the necessary compensation ahead of the date of termination aside from the email exchange discussed above. No rigorous effort to pay the compensation was made before the date of termination on the N12 Notice.

13. In my view, delayed payment of compensation under section 48.1 also has a significant prejudicial effect on tenants generally and this Tenant in particular. The compensation given under section 48.1 is intended to enable tenants to use those funds to secure new housing when they face the termination of their tenancy pursuant to a no-fault notice. When the compensation is not unambiguously given, a tenant's ability to search for new housing is hindered.

14. It is appropriate to extend the deadline for compensation in some cases (e.g. where a Tenant willingly frustrates the Landlord's efforts to provide compensation). This is not, in

my view, one of those cases. Therefore, I decline to exercise my discretion to extend the timeline and the Landlord's application is dismissed for failing to meet the requirements of section 48.1.

It is ordered that:

1. The Landlord's application is dismissed.

March 31, 2026
Date Issued

Jeremy Henderson
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.