



Order under Section 69 Residential Tenancies Act, 2006

Citation: Amini Baghbadorani v Decuypere et al., 2026 ONLTB 23127

Date: 2026-04-01

File Number: LTB-L-037320-25-HR

In the matter of: Apt. A, 3003 Principale St
Wendover ON K0A3K0

Between: Afsaneh Amini Baghbadorani Landlords
Mohammad Amini Baghadorani

and

Dorothy Decuypere Tenant Unit A

File Number: LTB-L-077579-25-HR

In the matter of: Apt. B, 3003 Principale St
Wendover ON K0A3K0

Between: Afsaneh Amini Baghbadorani Landlords
Mohammad Amini Baghadorani

and

Michel Letourneau Tenants Unit B
Chantal Ruel

Afsaneh Amini Baghbadorani and Mohammad Amini Baghadorani (the 'Landlords') applied for orders to terminate the tenancies and evict the Tenants in both Unit A and Unit B (collectively 'the Tenants') because the Landlords require vacant possession of the rental units in order to do major repairs or renovations to the units.

The Landlords also claimed compensation for each day the Tenants remained in the units after their termination dates.

By Interim Order LTB-L-037320-25-IN and LTB-L-077579-25-IN issued November 11, 2025, the Landlords' applications with respect to both Unit A and Unit B were ordered to be heard together.

The Landlords' applications were heard together by videoconference on March 12, 2026.

The Landlords' Legal Representative, Giuseppe Rizzuto, the Landlord, Afsaneh Amini Baghbadorani, the Tenants' Legal Representative, Pierre-Etienne Daignault, and the Tenants from both Unit A and Unit B attended the hearing. The Landlords' son, Mohammed Amini Baghbadoran, also attended the hearing as support for his mother and did not testify.

Rabih Kayan attended the hearing as a witness for the Landlords and was excluded from the proceeding until it was time for him to testify.

Determinations:

1. For the reasons set out below, we find the Landlords did not pay the Tenants the compensation required under the *Residential Tenancies Act, 2006* (the 'Act') and we have not exercised our discretion to extend the time to permit the Landlords to do so. Therefore, the Landlords' applications are dismissed.
2. The Tenants were in possession of each of their respective rental units on the dates the Landlords filed their applications.

N13 Notices of Termination

3. On April 30, 2025, the Landlords served the Tenant in Unit A with a N13 Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair It or Convert it to Another Use. The N13 Notice had a termination date of August 31, 2025, and indicated the Landlords required vacant possession in order to conduct repairs or renovations so extensive a building permit was required.
4. On September 2, 2025, the Landlords also served the Tenants in Unit B with a N13 Notice of Termination. This N13 Notice had a termination date of December 31, 2025, and also alleged the Landlords required vacant possession in order to conduct repairs or renovations so extensive a building permit was required.

Failure to disclose prior N12 and N13 notices of termination does not result in a nullity

5. At the start of the hearing, the Tenants submitted that the application with respect to Unit B ought to be dismissed because the Landlords did not comply with subsection 71.1(3) of the Act as they did not disclose the N13 Notice served on the Tenant in Unit A.
6. Subsections 71.1(3) and (4) of the Act provide:

71.1(3) A landlord who, on or after the day subsection 11 (2) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force, files an application under section 69 based on a notice of termination given under section 48, 49 or 50 shall, in the application,

(a) indicate whether or not the landlord has, within two years prior to filing the application, given any other notice under section 48, 49 or 50 in respect of the same or a different rental unit; and, ...

(4) The Board shall refuse to accept the application for filing if the landlord has not complied with subsection (3).

[Underlining added]

7. In *Miller Estate v. Arguelles*, 2025 ONSC 112,¹ the Divisional Court held, at para. 35 that once accepted for filing the LTB may amend an application to include any notices of termination not disclosed under 71.1(3) under Rule 15. 4 of the LTB's *Rules of Procedure* the LTB.
8. The required disclosure ensures a tenant has information necessary to question a landlord's good faith and conduct further investigation and may, in accordance with section 72(3) of the Act, even allow the Board to infer a landlord did not deliver the relevant notice of termination before the LTB in good faith.
9. The Tenants submit the Divisional Court in *Miller Estate* failed to recognize that the LTB is not in a position to and does not know whether a landlord has failed to disclose prior N12 and N13 Notices when an application is filed and so relying on *Miller Estate* renders subsection 71.1(4) of the Act moot if parties can seek to amend their application after the fact.
10. Leave to appeal *Miller Estate* to the Court of Appeal for Ontario has been granted; however, unless and until it is overturned we find it is binding on us and we further find there was no reason presented to distinguish the applicability of *Miller Estate* from the facts of the case before us.
11. As the Landlords' filing of their application with respect to Unit B was accepted, we find the question in issue was whether it was appropriate to amend the application in accordance with Rule 15.4 of the LTB's *Rules* as requested by the Landlords.
12. Rule 15.4 of the LTB's *Rules* provides:

15.4 The LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.

13. We find there was no evidence of prejudice to the Tenants.
14. All Tenants are represented by the same legal counsel and were the ones who raised the lack of disclosure. As a result, we find the Tenants in Unit B were clearly aware of the previous notice of termination served on the Tenant in Unit A, and so, as was the case in

¹ As the parties indicated they were not familiar with the case of *Miller Estate v. Arguelles* the hearing was held down to provide the parties the opportunity to review this decision and they each made submissions.

Miller Estate at para. 36, “it cannot be said [they were] prejudiced by its omission from the application.”

15. In these circumstances, we found granting the amendment appropriate and consistent with a fair and expeditious process.
16. Application LTB-L-077579-25 was amended to include the prior N13 Notice served on the Tenant in Unit A and the Tenants’ request to dismiss this application was denied.

Landlords were required to pay compensation

17. Subsection 54(3) and section 55.1 of the Act provide:

54 (3) A landlord shall compensate a tenant who receives notice of termination of a tenancy under section 50 for the purpose of repairs or renovations in an amount equal to one month’s rent or shall offer the tenant another rental unit acceptable to the tenant if,

(a) the tenant does not give the landlord notice under subsection 53 (2) with respect to the rental unit;

(b) the notice of termination is given on or after the day the *Protecting Tenants and Strengthening Community Housing Act, 2020* receives Royal Assent and section 55 does not apply;

(c) the residential complex in which the rental unit is located contains fewer than five residential units; and

(d) the repair or renovation was not ordered to be carried out under the authority of this or any other Act.

55.1 If the landlord is required to compensate a tenant under section 48.1, 49.1, 52, 54 or 55, 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, 49 or 50.

[Underlining added]

18. The parties agree the Landlord has not paid the Tenants any compensation
19. The Landlords submit they are not required to pay the Tenants compensation because they were ordered to carry out the repairs and renovations by the Township of Alfred and Plantagenet in order to comply with applicable codes and authorities.
20. In support of their position the Landlords rely on a letter from the Chief Building Official Nicholas Pagé, dated June 5, 2023, and emails between him and the Landlords between April 25 to 28, 2025 [Exhibit 1 – p. 57 of EVID6754807 and pp. 20 and 21 of EVID6655784].
21. The Tenants submit there was no order, and, that even if the communications with the Township could be considered an order, it was an order that was more limited in scope than all of the repairs and renovations indicated on the Landlords’ N13 Notices and so the Landlords should not be permitted to rely on an order for a limited scope to avoid paying

compensation required under the Act for the remainder of the renovations that required a building permit.

22. As the applicant, the Landlords bear the burden of proof to demonstrate that the work described in the N13 Notices of Termination was ordered to be done.
23. The June 5, 2023, letter states that: a building permit has been issued, until the work is done there is no compliance with the Ontario Building Code requirements for fire separation, and once all work is done the new 2-unit complex will be compliant.
24. The email communications from April 2025 then retrospectively confirm the building permit is to legalize the 2-unit complex and categorize the work authorized under the building permit.
25. No individuals from the Township involved in the communications with the Landlords were called to testify and no Order to Comply from the Township was submitted into evidence.
26. Neither the June 5, 2023, nor the April 2025 emails indicate what specific work was the basis of concern. While the letter dated June 5, 2023, makes reference to an earlier email dated September 23, 2021, in which the Landlord was informed that the residential complex was illegal and work was done without a permit, no copy of this letter was before us.
27. The only specific non-compliant issue in the June 5, 2023, letter is with respect to fire separation and the work described in the N13 Notices goes beyond this.
28. The Landlords ask us to read the April 2025 email and June 2023 letter together and infer that all work listed on the building permit and in their N13 Notices is required and therefore that they were ordered to carry these repairs and renovations out.
29. We find the communications relied on by the Landlords too vague to support finding that there was an order for all of the work itemized in their N13 Notices. In our view, the communications do not specify or compel what of any work had to be done, by when or any consequences the Landlords would face if work was not done – all components that might support finding there was an order. Instead, we find the communications generally describe the rental units as nonconforming, what work has been authorized by way of a permit, and note that once work is complete there will be compliance.
30. While we accept that there were issues with the rental unit, communications between the Landlords and Township regarding these issues and that the Landlords have taken steps to address concerns, on the basis of the evidence before us we were not satisfied the Landlords demonstrated it was more likely than not that they were ordered to carry out the repairs and renovations described in the N13 Notices such that they were not required to pay the Tenants compensation.

No extension of time to pay compensation granted

31. Following our oral ruling, the Landlords submitted they were now prepared to pay the compensation and asked the LTB to extend the time by which they had to do so given they erroneously understood they were not required to do so.
32. The Tenants opposed the Landlords' request and opined that granting such a request after having granted the Landlords' request to amend the application with respect to Unit B may suggest a pattern of the LTB favouring the Landlords.
33. The fact that our oral ruling with respect to amending the Landlords' Application may have been seen by the Tenants as favourable to the Landlords and therefore unfavourable to them, we find is not, in and of itself, sufficient to establish a reasonable apprehension of bias.
34. We find that similar to what was discussed by the Divisional Court in *Turner v. Northview Apartment Reit*, 2019 ONSC 2204 at paras. 18-20, an argument there is bias because the evidence or submissions of one party has been preferred over another, or even where there have been several adverse decisions does not establish bias and is circular.
35. We also note that here the fact that we could have been seen to have ruled in favour of the Tenants with respect to the requirement for compensation was ignored.
36. As confirmed by the Supreme Court of Canada the test with respect to a reasonable apprehension of bias is objective, not subjective. The test, "is what would an informed person, viewing the matter realistically and practically—and having thought the matter through—conclude. Would [they] think that it is more likely than not that [the presiding members], whether consciously or unconsciously, would not decide fairly."²
37. There is also a strong presumption of judicial impartiality; *i.e.* that the state of the mind of the decision maker is disinterested in the outcome and they are open to being persuaded by the evidence and submissions. This means the threshold to establish a reasonable apprehension of bias is high and the onus of demonstrating bias lies with the person who is alleging its existence. "Mere suspicion" is not enough, and a real likelihood or probability of bias must be demonstrated.³
38. Ultimately, the Tenants did not bring a motion for reasonable apprehension of bias and so we find their submissions were not relevant to the matters in issue and, in any event, reflected hypotheses not based in evidence before us or reflective of what transpired during the hearing.
39. In the above circumstances, we were satisfied a reasonable and informed person would conclude it was more likely than not that we would decide the issue of the Landlords' request to extend time to pay compensation fairly and based solely on the evidence and law before us without any interest in the outcome.

² *Committee for Justice and Liberty et al. v. National Energy Board et al.*, 1976 CanLII 2 (SCC), [1978] 1 SCR 369, page 394.

³ See also *R. v. S. (R.D.)*, 1997 CanLII 324 (SCC), [1997] 3 SCR 484.

40. In *6150 Yonge GP Inc. v Boxma*, 2023 ONSC 2859, the Landlord had attempted to pay compensation; but, because the Tenant delayed in cashing the cheque for many months there were insufficient funds. The Divisional Court found the LTB has the authority, under subsection 190(2) of the Act and section 56 of the *General Regulation* O.Reg. 516/06, to extend the deadline for the payment of compensation.
41. In contrast, the Landlords here made no attempt to pay the Tenants compensation and we do not find that the Landlords having ultimately erroneously misunderstood that they did not have to pay compensation equivalent to the good faith efforts of the Landlord in *Boxma*.
42. Accordingly, we do not find it appropriate to extend the deadline by which the Landlords are to pay the Tenants compensation.
43. As the Landlords did not pay compensation to the Tenants before the dates of termination on their respective N13 Notices, we find the Landlords' applications must be dismissed.

It is ordered that:

1. The Landlords' applications LTB-L-037320-25 and LTB-L-077579-25 are dismissed.

April 1, 2026
Date Issued

Alexandre Traboulsi
Member, Landlord and Tenant Board

Rebecca Case
Vice Chair, 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.