



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-082042-25

In the matter of: 69 SPRINGHURST AVE
OTTAWA ON K1S0E2

Between: Eric Dionne Tenant
Martina Dionne

And

Suzanne Johnston Landlord
Mike Power

Eric Dionne and Martina Dionne (the 'Tenant') applied for an order determining that Suzanne Johnston and Mike Power (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 31, 2026.

The Landlord Suzanne Johnston and the Tenants attended the hearing.

Determinations:

1. The Tenants filed an application alleging the Landlords failed to pay \$3,500.00 as compensation pursuant to section 48.1 of the *Residential Tenancies Act* (the Act).
2. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay the Tenants \$3,548.00.

Testimony of Eric Dionne

3. The Tenant testified that on August 1, 2024, the Landlords served him with an N12 Notice with a termination date of August 31, 2024. The Tenant submitted into evidence both the August 1, 2024 email and the N12 Notice.
4. The Tenant stated that he understood the Landlords' elderly parents required the rental unit for their own use. As a result, he did not dispute the N12 Notice and moved out of the unit on October 2, 2024. He returned the keys to the Landlords the following day, October 3, 2024.

5. The monthly rent was \$3,500.00. The Tenant submitted that he did not receive the compensation required under the Act and seeks this amount through the present application.
6. The Landlord did not ask any questions of the Tenant during cross-examination.

Testimony of Martina Dionne

7. The Tenant confirmed that she returned the keys to the Landlords on October 3, 2024. She testified that prior to moving out the Landlords sent her numerous listings for available rental units, none of which were owned by them.
8. The Tenant experienced difficulty securing a new rental unit but ultimately moved into one of the units for which the Landlords had provided a listing.
9. The Landlord did not pose any questions to the Tenant during cross-examination.

Testimony of Suzanne Johnston

10. The Landlord testified that she believed the Tenants intended to vacate on their own when the one-year lease term expired on August 31, 2024. She also stated that she had previously informed the Tenants that her parents had health issues and required the use of the rental unit.
11. The Landlord further testified that she received an email from the Tenant requesting an N12 Notice so that the Tenant could provide it to their employer. She stated that this was the reason she sent the August 1, 2024 email with the N12 Notice attached. Notably, the Landlord chose not to disclose this email and it was therefore not before the Board.
12. The Landlord submitted that the N12 Notices were “issued incorrectly.” When asked to clarify, she explained that the N12 Notices issued to the Tenants contained flaws, including incorrect termination dates and improper service on the Tenants. On this basis, the Landlord argued that the N12 Notice was invalid and therefore did not trigger any entitlement to compensation under the Act.
13. The Landlord also submitted that, because the Tenants ultimately moved into a rental unit for which she had provided the listing, this should be considered sufficient in lieu of providing the compensation required under the Act.

Analysis

14. Section 48.1 of the Act states:

48.1 A landlord shall compensate a tenant in an amount equal to one month’s rent or offer the tenant another rental unit acceptable to the tenant if the landlord gives the tenant a notice of termination of the tenancy under section 48

15. It is undisputed that the Landlords served the Tenants with a notice of termination under section 48 of the Act and did not pay the compensation required by the Act.
16. The Landlords submit that they should not be liable to pay compensation because:
 - the Tenants always intended to vacate at the end of the lease term;
 - the N12 Notice was invalid due to errors and improper service; and
 - the Tenants ultimately moved into a new unit that the Landlords had shown them.
17. The parties agree that the Tenants vacated because the Landlords' parents required possession of the unit for their own use. The Landlords argue that the Tenants were leaving regardless of the N12 Notice and therefore section 48.1 does not apply. I disagree. Where a landlord serves an N12 Notice and the tenancy terminates as a result, the Act requires that compensation be paid. I find the Tenants' evidence credible that they were exercising their rights when they sought an N12 Notice and that they vacated the rental unit as a result of receiving that notice. The Landlords elected not to submit the alleged email from the Tenants concerning their request for the N12 Notice, and I draw an adverse inference from this omission. I therefore find that the tenancy was terminated as a result of the Landlords serving the Tenants with the N12 Notice.
18. The Landlords also argue that the N12 Notice was invalid or improperly served, and therefore section 48.1 is not triggered. Again, I disagree. A landlord cannot rely on defects in their own notice to avoid a statutory obligation to compensate the tenant. To accept this position would allow landlords to benefit from their own errors. This concept is found in both *Duarte v. 2132338 Ontario Ltd.*, 2021 CanLii 146522 and *Elkins v. Van Wissen*, 2023 ONCA 789 where the Courts found that a landlord who initiates a termination process with a statutory notice assumes legal responsibilities and cannot treat themselves simply as a passive messenger.
19. Lastly, the Landlords argue that because they showed the Tenants various listings, and the Tenants ultimately rented one of those units, no compensation is owing. I do not accept this interpretation. Section 48.1 contemplates the landlord offering the tenant another unit owned by the landlord they can rent directly. I find that "offer" within the meaning of the Act requires the landlord to offer a unit they own and are able to lease to the tenant, not simply showing the tenant an available unit to rent.
20. As the Landlords served an N12 Notice and failed to pay the required compensation, they owe the Tenants \$3,500.00.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$3,548.00 This amount represents:
 - \$3,500.00 for the compensation owing.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 19, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by April 19, 2026, the Landlord will owe interest. This will be simple interest calculated from April 20, 2026 at 4.00% annually on the balance outstanding.

April 8, 2026
Date Issued

Brett Lockwood
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.