



**Order under Section 21.2 of the
Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

Citation: Mann v Khan, 2026 ONLTB 30992

Date: 2026-04-16

File Number: LTB-L-090857-25-RV

In the matter of: Upstairs, 4 HONBURY RD
ETOBICOKE ON M9V1W3

Between: Kanwaljit Mann Landlord

And

Farah Rowena Khan Tenant
Faaria Andrena Khan

Review Order

Kanwaljit Mann (the 'Landlord') applied for an order to terminate the tenancy and evict Farah Rowena Khan and Faaria Andrena Khan (the 'Tenant') because:

- the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.

The application was resolved by order LTB-L-090857-25 issued on January 15, 2026.

On February 17, 2026, the Representative requested a review of the order.

On February 19, 2026, interim order LTB-L-090857-25-RV-IN was issued, staying the order issued on January 15, 2026.

This request to review was heard by videoconference on March 25, 2026.

The Landlord and Tenant attended the hearing. The Landlord was represented at the hearing by Marryam Singh.

adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Request to Review

1. The Landlord filed a request to review the order dismissing the application on the basis that the Landlord was not reasonably able to participate in the hearing due to an administrative oversight.
2. On the basis of the submissions made, I am satisfied that the Landlord was not reasonably able to participate in the original hearing. The failure to attend arose from an internal calendaring error after an adjournment request relating to a separate matter.
3. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708 (ON SCDC), the Divisional Court held that the ability to participate must be interpreted broadly, in line with principles of natural justice. Interpreting the circumstances in this case broadly, I find it appropriate to grant the Landlord's request for review.
4. The request to review is granted. As a result, order LTB-L-090857-25 issued on January 15, 2026 was cancelled, and a new hearing was held to consider the merits of the original application

Merits of the Original Application

5. On July 1, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of September 30, 2025. The notice was given on behalf of the Purchaser who claims that they require vacant possession of the rental unit for the purpose of residential occupation by Sukhwant Singh (the 'Purchaser').
6. Section 49.1 of the Act requires that a landlord compensate the tenant in an amount equal to one month's rent where a notice of termination is given on behalf of a purchaser for residential occupation. Section 55.1 of the Act further requires that this compensation be paid no later than the termination date specified in the notice of termination.
7. The Landlord submits that compensation in the amount of \$1,040.00 was paid in cash on September 26, 2025, through the Landlord's daughter.
8. The Landlord relies on the testimony of Parmanjit Mann, who testified that she attended at the residential complex on September 26, 2025, and delivered envelopes containing cash to the tenants.
9. PM acknowledged that no receipt was obtained, no written acknowledgment was signed, and no follow-up communication, such as a text message, was sent confirming receipt. She further acknowledged that a more formal method of payment such as a cheque or e-transfer would have been preferable.
10. The Tenant unequivocally denied receiving any cash or other form of compensation and testified that she was unaware of any such payment until the issue arose in this proceeding.

11. The burden rests with the Landlord to establish, on a balance of probabilities, that the compensation was paid in accordance with the Act. While payment in cash is not prohibited, there is a complete absence of documentary or independent evidence supporting the Landlord's assertion that payment was made. There is no receipt, no written confirmation, no contemporaneous communication, and no objective evidence supporting the alleged delivery of cash.
12. I also note that communication between the parties was limited and inconsistent. In such circumstances, it would be reasonable to expect the Landlord to use a verifiable method of payment, such as a cheque, e-transfer, or a signed acknowledgment of receipt. Given the contentious history between the parties, I find it unlikely that the Landlord would have made the payment without obtaining some form of confirmation of the payment.
13. On a balance of probabilities, I find that the Tenant did not receive the required compensation on or before the termination date.
14. The Landlord's representative requested that the Board permit the Landlord to pay the required compensation within a short period of time following the hearing. I decline to grant that request.
15. The purpose of the compensation requirement is to provide tenants with certainty and financial assistance at the time they are required to make decisions about vacating their home. Allowing payment after the termination date would undermine that purpose and conflict with the intent of the Act.
16. I find there are no exceptional circumstances that would justify departing from this requirement. The failure to ensure a verifiable method of payment was within the Landlord's control. Accordingly, I find that it would not be appropriate to extend the deadline for payment of compensation.
17. The Landlord has not compensated the Tenant an amount equal to one month's rent and the termination date has passed. As a result, the Landlord's application must be dismissed.

It is ordered that:

1. The request to review order LTB-L-090857-25 issued on January 15, 2026 is granted.
2. Order LTB-L-090857-25 issued on January 15, 2026 is cancelled and replaced by the following:
3. The Landlord's application is dismissed for failure to pay the Tenant the required compensation in accordance with section 49.1 of the Act.

April 16, 2026
Date Issued

Bryan Delorenzi
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.