



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-100675-25

In the matter of: 62 DUMBARTON ST
GUELPH ON N1E3T6

Between: MD Hossen Ali Landlord

And

Charles Burton Tenant

MD Hossen Ali (the 'Landlord') applied for an order to terminate the tenancy and evict Charles Burton (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 (L2 Application).

The Landlord also applied for an order requiring the Tenant to pay the rent that the Tenant owes (L9 Application). The Landlord withdrew the L9 Application at the start of the hearing.

This application was heard by videoconference on April 30, 2026.

The Landlord, the Landlord's Legal Representative Christopher Rogers, the Landlord's Witness Trishita Mondal, the Tenant, and the Tenant's Legal Representative Laura Florence attended the hearing.

Determinations:

1. On December 1, 2025, the Landlord served the Tenant with an N12 notice of termination ('N12 Notice') under section 48 of the *Residential Tenancies Act (2006)* (the 'Act'), seeking termination of the tenancy for their own residential occupation. The termination date set out in the N12 Notice is March 31, 2026.
2. The Landlord testified that he delivered a cheque equal to one month's rent to the rental unit mailbox on March 25, 2026, but the Tenant did not deposit it. The Landlord testified that he came to the unit after a meeting. The Tenant's son and two other people were present, and the Landlord was instructed to leave the cheque in the mailbox. The Landlord also sent an e-transfer to the Tenant with the compensation on the day of the hearing. The Tenant denied receiving the cheque, adding that his roommates told him the Landlord did not attend that day.
3. Pursuant to section 48.1 of the Act, a landlord must compensate the tenant an amount equal to one month of rent if the landlord serves an N12 notice for the landlord's own use.

Section 55.1 of the Act requires the compensation to be provided by the termination date in the notice. Finally, section 83(4) prohibits the LTB from issuing an eviction order if the landlord has not complied with the compensation requirement under section 48.1.

4. Both parties were equally credible in their testimonies; however, the burden rests with the Landlord to prove the facts on a balance of probabilities. The Landlord did not have any documentary evidence to support the existence or delivery of the alleged cheque. It was unclear why he delivered a cheque if he could have sent an e-transfer and had a record of the transaction. The Landlord testified that he lost the photograph of the cheque because his phone broke. I accept the Landlord's testimony regarding his phone, but I do not find that to be a reasonable explanation for failing to provide such crucial evidence for the compensation payment.
5. In the absence of documentary evidence to support the existence of the cheque or its delivery, I am not satisfied, on a balance of probabilities, that this payment was made. I am mindful that the Landlord sent an e-transfer to the Tenant on the hearing date; however, this does not comply with section 55.1 of the Act requiring the compensation to be paid prior to the termination date in the notice.
6. Since the Landlord has not paid the Tenant compensation equal to one month's rent and the termination date has passed, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

May 6, 2026
Date Issued

Kate Sinipostolova
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.