



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-096971-25

In the matter of: 225 CRAWFORD ST
ORILLIA ON L3V1J9

Between: Kevin Wood Landlord

And

Prudence Cox Tenants
Roberto Fantauzzi

Kevin Wood (the 'Landlord') applied for an order to terminate the tenancy and evict Prudence Cox and Roberto Fantauzzi (the 'Tenants') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on February 24, 2026.

The Landlord's legal representative, Damian Cordaie, the Landlord, the Tenants' legal representative, Shellyann Pereira and the Tenants attended the hearing.

Determinations:

Preliminary Issue

1. At the hearing, the Tenant's legal representative submitted that the N12 notice of termination (the "N12") is defective on the basis that the termination date does not fall on the last day of the rental period, as required by the *Residential Tenancies Act, 2006* (the "Act"). The N12 specifies a termination date of January 31, 2026. The Tenant's legal representative asserted that the rental period runs from the 23rd day of each month to the 22nd day of the following month, and therefore argued that the termination date ought to have been January 22, 2026.
2. The Landlord's legal representative submitted that, although the tenancy agreement indicates a commencement date of February 23, 2019, with a fixed term ending February 23, 2020, this reflects the date the Tenants took possession of the rental unit and not the rent cycle. The Landlord's legal representative stated that the Tenants did not pay rent for

the final days of February 2019, and that the tenancy agreement provides for rent to be paid on the first day of each month. The Landlord's legal representative further submitted that, since the commencement of the tenancy, the Tenants have consistently paid rent on the first day of the month.

3. Subsections 48(1) and 48(2) of the *Act* states:

48(1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,

- (a) the landlord;
- (b) the landlord's spouse;
- (c) a child or parent of the landlord or the landlord's spouse; or
- (d) a person who provides or will provide care services to the landlord, the landlord's spouse, or a child or parent of the landlord or the landlord's spouse, if the person receiving the care services resides or will reside in the building, related group of buildings, mobile home park or land lease community in which the rental unit is located.

48(2) The date for termination specified in the notice shall be at least 60 days after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.

4. Although the Tenants have paid rent on the first day of each month, I find that the *Residential Tenancies Act, 2006* (the "Act") clearly requires that a termination date correspond with the last day of a rental period or, where the tenancy is for a fixed term, the last day of that term. In this case, I find that the relevant date is the 22nd day of the month, as reflected in the tenancy agreement.
5. I have also considered the doctrine of *contra proferentem*, a principle of contract law which provides that where contractual language is ambiguous or reasonably capable of more than one interpretation, it should be interpreted against the interests of the party that drafted or introduced the provision. This doctrine serves as a safeguard against unclear drafting and is commonly applied in the interpretation of disputed agreements.
6. There is no dispute that the tenancy agreement provides for a fixed term from February 23, 2019 to February 23, 2020, and that it also specifies that rent is due on the first day of each month. In my view, these provisions give rise to ambiguity as to the applicable rental period and may reasonably be interpreted in more than one way. Accordingly, I find that the doctrine of *contra proferentem* applies in this matter. I further note that a fixed term running from the 23rd day of one month to the 23rd day of the next does not align neatly with the requirements of the Act.
7. In light of the parties' submissions and my oral determination regarding the application of the doctrine of *contra proferentem*, the Landlord's legal representative requested leave to withdraw the application in order to permit the Landlord to issue and serve a new N12 notice of termination with a termination date that accords with the end of the rental period. I granted that request.

8. At the hearing, the Landlord's legal representative also advised that the one-month compensation had already been paid to the Tenants and raised the issue of whether it ought to be returned pending the issuance of a new N12 notice of termination. In the alternative, the Landlord proposed that the payment be deemed to satisfy the requirements of section 48.1 of the Act upon service of a new notice. In my view, requiring the compensation to be returned and then reissued would be unnecessary, unless the Landlord elects not to issue a new N12 notice of termination. In that event, the Tenants would be required to return the compensation to the Landlord.

It is ordered that:

1. The Landlord's application is withdrawn.

May 5, 2026
Date Issued

Christina Philp
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.