



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-004087-26

In the matter of: 1811, 205 SHERWAY GARDENS RD
ETOBICOKE ON M9C0A5

Between: William Bruton Tenant

And

Javier Gonzalez-Wilson Landlords
Francisco Gonzalez

William Bruton (the 'Tenant') applied for an order determining that Javier Gonzalez-Wilson and Francisco Gonzalez (the 'Landlords'):

- collected or retained money illegally.
- served the Tenant with an N12 notice of termination to end the tenancy and did not pay the Tenant the one month compensation by the date of termination.

This application was heard by videoconference on May 12, 2026.

The Landlords and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Illegal rent charge

2. The Tenant testified that on February 25, 2025, the Landlords agreed to waive rent for the month of April 2025. The parties agreed the lawful rent was \$2,400.00 paid on the first of the month. The parties further agreed that the Landlords returned \$1,200.00 to the Tenant for half of April 2025 rent. The Landlords did not agree with the Tenant's version of events. The Landlords referenced the Tenant's evidence, which was an email exchange between parties dated March 1, 2025 to March 2, 2025, in which the parties came to an agreement that \$1,200.00 would be returned for April 2025 rent. I find that the Landlords did not charge an illegal rent. After going over the email exchanges, the Tenant agreed that he consented to receiving back \$1,200.00 for April 2025 rent. The other \$1,200.00 was

applied from April 1, 2025 to April 15, 2025, a time period the Tenant remained in possession of the rental unit.

Did the Landlords give a notice of termination under section 48?

3. The parties agreed that the Landlords did not give a formal N12 notice of termination, which is the relevant Board form when a landlord seeks possession of a rental unit for their own use. Instead, the parties agreed that the Landlord had contacted the Tenant regarding the possibility of the Landlords' sister moving into the rental unit.
4. Section 48 of the Act permits a landlord to give notice to terminate the tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation by the landlord, landlord's spouse, a child or parent of the landlord or a landlord's spouse or a person who provides or will provide care services.
5. Section 212 of the Act states that substantial compliance with the Act respecting the contents of forms, notices or documents is sufficient.
6. Section 202 requires the Board to ascertain the real substance of all transactions and activities relating to residential complex or rental units and the good faith of the participants and in doing so, may disregard the outward form of a transaction and may have regard to the pattern of activities relating to the residential complex or residential unit.
7. The conversation between the Landlords and the Tenant does not substantially comply with section 48 of the Act. There was no evidence adduced at the hearing that supports the Tenant was provided with a firm date of termination to vacate the rental unit. The Landlords had mentioned providing the Tenant with 30 days to vacate, then referenced the possibility of providing the Tenant with until the end of April 2025, but a definite date of termination was not agreed upon at the time the Landlords informed the Tenant their sister may be moving into the rental unit. Therefore, for the purposes of section 57 of the Act, I find that the Tenant was not served with an N12 notice under section 48 and no compensation is payable to the Tenant. An N12 notice of a notice under section 48 of the Act must clearly outline a date of termination, as the landlord is responsible for paying compensation prior to this date. In this case, there was no clear date of termination outlined, therefore, there was no N12 notice served on the Tenant.

It is ordered that:

1. The Tenant's application is dismissed.

May 14, 2026
Date Issued

Vishal Nanda
Member, 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.