



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-007243-26

In the matter of: 105, 2393 BRONTE RD
OAKVILLE ON L6M1P5

Between: GADA SAMNA Landlord

And

ISLAM IHSSAN SABNA Tenant

GADA SAMNA (the 'Landlord') applied for an order to terminate the tenancy and evict ISLAM IHSSAN SABNA (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.

This application was heard by videoconference on April 15, 2026.

The Landlord's Legal Representative Aliesha Davis and the Tenant and the Tenant's Legal Representative Amanda Tucker attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 29, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of January 14, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord.
4. 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.
5. The Termination date in the N12 Notice of Termination was January 14, 2026. The Tenant's Legal Representative indicated that compensation was not paid until January 21, 2026. She also indicated that the Landlord did not attempt to pay the compensation on

time only to have that attempt frustrated by the Tenant. She further indicated that the Tenant had planned to rely on the compensation in order to secure alternate housing and therefore the Landlord should not be granted an extension of time to pay and the Application should be dismissed.

6. The Landlord's Legal Representative initially indicated that compensation was paid to the Tenant prior to the termination date in the N12 Notice of Termination. Therefore, the hearing was stood down so that the Landlord's Legal Representative could provide proof of this payment.
7. However, when the matter was recalled an E-transfer was provided by the Landlord's Legal Representative which indicated that compensation was paid on January 21, 2026. The Landlord's Legal Representative indicated that she had a death in the family and had to go out of province and her communication with the Landlord was lacking.
8. The Landlord has not complied with the require in the Act to compensate the Tenant by the termination date in the N12 Notice of Termination, and I am not satisfied that it is appropriate to extend the deadline for the Landlord to pay. While the Board has the discretion to allow the Landlord additional time to pay this discretion is typically exercised in situations where the Landlord has made an attempt to pay prior to the termination date. This has not occurred here. I also accept the approached outlined in *Berber v Twitty*, 2021 CanLII 129834 (ON LTB) which states at paragraph 7:

I believe that one of the purposes of the requirement, when an N12 notice is served, to pay one month of compensation to a tenant on or before to the termination date is to ensure that the tenant has funds to enable the move. Once the tenant receives the notice of termination, he or she has the choice to move on or before the termination date and if the tenant receives compensation, the tenant has funds to facilitate the move. If the landlord fails to pay compensation by the termination date, the tenant does not have these funds for the move and so may not have a realistic choice to move. In other words, the failure to pay compensation on time may frustrate the tenant's choice. In recognition of this, landlords should be held strictly to the deadline for payment in s.55.1 of the Act.

9. In this case I am prepared to accept the affidavit provided by the Tenant which indicates that the Tenant was unable to relocate to alternate housing without the compensation being provided by the termination date and find that the Landlord's failure to pay compensation by the termination date has frustrated the Tenant's choice with respect to whether they should vacate.
10. Therefore, as the Landlord has not paid the compensation by the termination date, and shall not be granted an extension of time, the Landlord's Application shall be dismissed.
11. As the Landlord has paid the Tenant \$2,300.00 in compensation on January 21, 2026, and the Landlord's Application is dismissed the Tenant shall be ordered to return this compensation.

It is ordered that:

1. The Landlord's Application is dismissed.
2. The Tenant shall pay to the Landlord \$2,300.00. This amount represents the return of the on months compensation paid to the Tenant.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.

May 19, 2026
Date Issued

Reid Jackson
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.