



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

Citation: Bedekar v Oliver, 2026 ONLTB 45157

Date: 2026-06-05

File Number: LTB-T-001487-26-RV

In the matter of: 23 SHIRLEY ST
ORANGEVILLE ON L9W2T3

Between: Kedar Bedekar Tenant
Vidhi Mayur Verlelar

And

Lisa Oliver Landlord

Review Order

Kedar Bedekar and Vidhi Mayur Verlelar (the 'Tenant') applied for an order determining that Lisa Oliver (the 'Landlord') collected or retained money illegally.

This application was resolved by order LTB-T-001487-26 issued on May 28, 2026.

On June 4, 2026, the Landlord requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. The order under review awards the Tenant compensation equal to one month's rent pursuant to sections 48.1 and 55.1 of the *Residential Tenancies Act*, 2006 (the "Act") as the Landlord gave the Tenant an N12 notice of termination and did not provide compensation.
2. The Landlord requests to review the order as they submit it contains a serious error. The Landlord submits that the finding the Landlord served an N12 notice of termination is incorrect as while they did do so, they later explained to the Tenant this was the wrong form, and as it did not provide for termination at the end of the fixed term tenancy, the N12 notice of termination was not valid in any event.
3. It is irrelevant for the purposes of whether compensation is owing pursuant to section 48.1 of the Act whether or not the notice served was compliant with the Act and valid. While the validity of a notice of termination is relevant to whether a landlord can obtain an order of eviction from the LTB, if a tenant treats that notice as valid and moves out in

accordance with it, its invalidity does not remove rights to which that tenant would otherwise be entitled.

4. The review request states:

"I told the Tennat it was the wrong form and I would only pay him last months rent when ever he could move out. We agreed to this verbally. And last months rent was paid.

*Later on the Tenant came demanding the N12 compensation also **or he wouldnt move out and stop my home sale deal.**"*

[emphasis added]

5. The only notice of termination under the Act that can be served to compel a tenant to move due to a sale of a home is an N12 notice of termination. Given this, it is unclear from the Landlord's submissions how they allege the N12 notice of termination was the incorrect form. Parties also cannot contract out of the provisions of the Act.
6. Rule 26.8.e. of the LTB's Rules of Procedure specifies that the requesting party must provide sufficient information to support a preliminary finding of a serious error. I find that the Landlord has not done so in this instance.
7. The review request is denied in accordance with LTB Rule 26.9(c) because the grounds for considering a review are not satisfied.

It is ordered that:

1. The request to review order LTB-T-001487-26 issued on May 28, 2026 is denied. The order is confirmed and remains unchanged.

June 5, 2026
Date Issued

Benjamin Seigel
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.