



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

File Number: LTB-L-018889-26

In the matter of: 99 DOANE ST
OTTAWA ON K2B6G7

Between: 9054138 Canada LTD. Landlord

And

Fouad Boutaya Tenants
Youssra Boutaya

9054138 Canada Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Fouad Boutaya and Youssra Boutaya (the 'Tenant's') because:

- the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.

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 June 2, 2026.

The Landlord, the Landlord's representative G. Bichet, the Tenant Youssra Boutaya and the Tenants' representative C. Assi (Tenant Duty Counsel for presentation of a preliminary issue only) 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 Tenants were in possession of the rental unit on the date the application was filed.
3. On February 19, 2026, the Landlord gave the Tenants an N12 notice of termination with the termination date of April 21, 2026. The notice was given on behalf of a purchaser who claims that they require vacant possession of the rental unit for the purpose of residential occupation by the purchaser.

4. The Tenants stated the rent due under this tenancy is due and payable on the 1st day of each month. The Landlord acknowledged the rent is due and payable on the 1st day of each month. This means that the rental periods for this tenancy begin on the 1st day of each month and end on the last day of each month.

5. Subsection 48(2) of the *Residential Tenancies Act, 2006* (the 'Act') provides that:

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.

6. The termination date in the N12 notice is not the day a period of the tenancy ends. The N12 notice is invalid because it does not comply with the requirements of subsection 48(2) of the Act. The application must therefore be dismissed.

7. Had the application proceeded, the Landlord stated that it intended to rely on payment of compensation related to prior N12 notices and L2 applications for this rental unit as compensation required on this application. As the application did not proceed, the Landlord requested that I order the Tenants to repay the compensation allegedly paid on those prior applications. I note that L2 applications had been commenced with respect to the prior N12 notices and that no orders concerning compensation paid by the Landlord were made on those applications.

8. I decline to order repayment of compensation paid on prior applications in connection with prior N12 notices. I make no finding on whether or not compensation was paid by the Landlord to the Tenants in connection with any prior N12 notices or concerning the Landlord's rights regarding compensation which might have been paid in connection with prior N12 notices should a further N12 notice be issued concerning this rental unit.

It is ordered that:

1. The Landlord's application is dismissed.

June 12, 2026
Date Issued

Jack Jamieson
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.

