



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ren v Diptee, 2026 ONLTB 47892

Date: 2026-06-19

File Number: LTB-L-033130-24

In the matter of: 295 MILLIKEN MEADOWS DR
MARKHAM ON L3R0V8

Between: Hai Ren Landlord

And

D'andra Diptee Tenants
Imtiaz Abdul Malik

Hai Ren (the 'Landlord') applied for an order to terminate the tenancy and evict D'andra Diptee and Imtiaz Abdul Malik (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.

This application was heard by videoconference on June 16, 2026.

The Landlord's Legal Representative, Yudong Jessica Gu attended the hearing

The Tenants attended the hearing and declined to speak to Tenant Duty Counsel prior to the hearing.

Preliminary Issue:

1. The Tenants raised a preliminary issue they did not receive the required one month's compensation.
2. The Landlord's Legal Representative asserts the one month's compensation was mailed to the Tenants by regular mail with the N12 notice. She provided a photograph that she took that shows the compensation cheque made out by her law firm- JN Legal Services dated April 17, 2024, in the amount of \$2,427.00. The photograph of this cheque was taken sitting on top of Page 1 of the N12 notice and in the photograph was also an envelope addressed to the Tenants at the address of the rental unit. DOC-3210362.

3. She testified she placed the envelope that included the N12 notice as well as the required one month's compensation cheque into a Canada Post mailbox on April 17, 2024. She provided a photograph of her holding a white envelope addressed to the Tenants in front of the Canada Post mailbox. DOC-3211023.
4. She testified there was no reason the compensation cheque was not sent by registered mail or courier and that regular mail is acceptable.
5. She testified the cheque was from her law firm as the Landlord had transferred her firm the amount to be paid to the Tenants for the one month's compensation.
6. She testified as of the date of the hearing the cheque had not been cashed.
7. The Tenants assert they did not receive the envelope the Landlord's Legal Representative asserts she mailed.
8. The Tenants state they are uncertain as to why the Landlord would send the compensation cheque through regular mail and not send by registered mail or courier where the proof of delivery could be tracked.
9. The Tenants assert they were only made aware that the Landlord had filed an L2 application when they received their welcome email and PIN number from the Board on April 24, 2024.
10. The Tenants testified on September 11, 2024, they sent an email to the Landlord's Legal Representative asking when they would receive the required one month's compensation. The Landlord's Legal Representative replied and stated that it was mailed with the N12 notice and the Tenants should have received it a long time ago. She stated if the Tenants wanted her to re-issue the cheque she would have to cancel the cheque. She advised the Tenants to provide her with the e-transfer email address, and she would go ahead and cancel the old cheque and send an e-transfer. DOC-4198458.
11. The Tenants testified they sent another email to the Landlord's Legal Representative on September 17, 2024, as it had been a week since the last email where she stated she would send the e-transfer, and they were following up with her. The Tenants state because she had failed to send the e-transfer like she said she would, this made them believe the cheque was never sent in the first place and she just took a picture in front of a mailbox holding the envelope. DOC-5697998.
12. The Tenants testified the Landlord's Legal Representative responded to the email and stated she was not going to e-transfer the funds and she will leave it and let the LTB decide.
13. The Tenants testified the Landlord's agent, Louisa has a key to the Tenants mailbox that is a Canada Post Community mailbox. They provided a photo they took on April 25, 2025, where they Tenants allege the Landlord's agent is going through their mailbox and taking their mail, which they assume is addressed to the Landlord and placing mail back in the mailbox. DOC-5608561.

14. The Tenants testified they believe on occasion she has taken the Landlords mail and threw theirs on the ground.
15. The Tenants provided a video which they state they took approximately one month after the photograph was taken on April 25, 2025, this video shows the Landlord's agent, Louisa taking out mail from the mailbox, sorting through it, taking some with her and putting some back in the box. DOC-5608610.
16. The Tenants assert at the beginning of the tenancy the Landlord provided them a key to the community mailbox. They testified they requested a lock change with Canada Post and were given a new key.
17. They testified that after the first hearing for the previous N12, the Landlord went to Canada Post and requested a key to the mailbox, and since they are the owner of the property, they were given a key. They testified prior to the first N12 being served the Landlord did not have access to the mailbox. There was a prior N12 served to the Tenants on July 1, 2023, which was heard on February 22, 2024, and dismissed as the Landlord did not pay the required compensation. LTB-L-059079-23.
18. The Tenants provide a text message from the Landlord's agent, Louisa dated June 10, 2023, where she asks if the Tenants can check the mailbox for any mail addressed to the Landlord and a friend is going to visit him in China and will take the mail. The Tenants state as of this date the Landlord nor the Landlord's agent had access to the mailbox. DOC-4198536.
19. During the hearing the Tenants went outside and took a photograph of a mailbox that is attached to the rental unit. They state Canada Post does not deliver mail to this box as they use the community mailbox, however, the Landlord uses this mailbox to give correspondence to the Tenants. The Landlord's Legal Representative stated that a recent N4 notice was served to the Tenants by placing in this mailbox.
20. There was no dispute from the Landlord's Legal Representative that she received an email from the Tenants inquiring about the one month's compensation and she told them if they had not received it, she would need to cancel the cheque and send them an e-transfer.
21. She states she did not send the e-transfer as the email she sent to the Tenants on September 11, 2024, asked the Tenants to clarify if they meant they received the N12 notice but did not receive the cheque. She states they responded that they received the N12 notice but did not receive the one month's compensation cheque. DOC-4225136.
22. She states she did not find this to be possible because the one month's compensation cheque was enclosed with the N12, so if they received the N12 they would have also received the one month's compensation cheque. Therefore, she did not send the e-transfer as she states this gave the Tenants no credibility.
23. She states the photograph the Tenants took from April 25, 2025, showing the Landlord's agent taking mail out of mailbox, does not show it was the Tenants mailbox. Further, she

states the envelope with the N12 notice and required one month's compensation was mailed on April 17, 2024, which was one year prior.

24. She states anytime the Landlord or Landlord's agent was going to go to the mailbox to sort through the mail they always asked the Tenants first.
25. The Tenants testified when they replied to her email and stated they received the N12, they were referring to the welcome email with PIN from the Board where they were able to access the N12, not that they had received the N12 from the Landlord.

Analysis

26. I am persuaded by the Tenant's testimony and evidence that they did not receive the required one month's compensation prior to the termination date set out on the notice. I find that not only did they not receive it prior to the termination date set out on the notice they did not receive it at all.
27. I accept the Landlord's Legal Representatives testimony that she placed the N12 notice and the compensation cheque in the mail on April 17, 2024. While the photograph does not prove she inserted this into the mailbox, I find her testimony credible.
28. The Landlord bears the burden of proof they paid the required one month's compensation prior to the termination date set out on the notice. Simply claiming she put it in regular mail without a tracking number, delivery confirmation or proof of a cleared cheque is not enough to satisfy me the Tenants received the one month's compensation cheque.
29. Based on the evidence before me, the Landlord has not proven the required one month's compensation was successfully delivered to the Tenants on or before the termination date on the notice.
30. The Landlord chose to send the compensation cheque by regular mail, while there is nothing that states this is not permitted, the Landlord has no evidence that this was received by the Tenants.
31. Further, the Tenants video evidence also establishes that the Landlord's agent was actively accessing the mailbox, there is a distinct possibility the envelope was mistakenly retrieved or misplaced by the Landlord's agent.
32. It is also possible the envelope containing the notice and the compensation cheque was lost in the mail and never delivered to the Tenants by Canada Post.
33. Furthermore, the Tenants acted in good faith by notifying the Landlord's Legal Representative on September 11, 2024, they had not received the required one month's compensation. The Landlord's Legal Representative failed to cancel the missing cheque and issue a e-transfer to the Tenants.

34. Taking all the above into consideration, I cannot be satisfied on a balance of probabilities that the Tenants received the mandatory one month's compensation. As a result, the application must be dismissed under section 55.1 of the Act.

It is ordered that:

1. The Landlord's application is dismissed.
2. If the Tenants come into possession of the one month's compensation cheque dated April 17, 2024, they will not cash the cheque and within 7 days they will return the cheque to the Landlord's Legal Representative.

June 19, 2026
Date Issued

Trish Carson

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.