



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-024174-26

In the matter of: 1206, 35 EMPRESS AVE
NORTH YORK ON M2N6T3

Between: Alexander chan Tenants
Ashleigh Ho

And

Denada Mehmeti Landlords
Alfred Mehmeti
Myfarete Mehmeti

Alexander chan and Ashleigh Ho (the 'Tenants') applied for an order determining that Denada Mehmeti, Alfred Mehmeti and Myfarete Mehmeti (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on April 28, 2026.

The Landlords, Denada Mehmeti and Myfarete Mehmeti, and the Tenants attended the hearing.

Determinations:

1. The Tenants' application alleges that the Landlords failed to pay the one month's compensation required by section 48.1 of the Residential Tenancies Act, 2006 (the "Act") following the service of an N12 Notice of Termination.
2. The parties do not dispute that the Tenants received an N12 Notice of Termination dated February 23, 2026, with a termination date of May 1, 2026. The notice states that the rental unit was required for the residential occupation of the Landlord and the Landlord's child for a period of at least one year.
3. The parties also do not dispute that the Tenants vacated the rental unit on March 5, 2026.
4. Alexander Chan ("AC") testified that the Tenants paid the rent due for February 2026 together with prorated rent for the period they occupied the rental unit in March 2026.
5. Denada Mehmeti ("DM") testified that the Landlords returned the rent paid for March and April 2026 by e-transfer together with the Tenants' last month's rent deposit. AC testified that, at the commencement of the tenancy, the Tenants had paid the equivalent of two

months' rent as a last month's rent deposit in the amount of \$4,400.00, which was returned to them.

Notices of termination

6. The main issue in dispute concerns the circumstances in which the N12 Notice of Termination came to be issued.
7. DM testified that the Tenants provided an N9 Notice of Termination before the N12 notice was signed. The N9 notice is dated February 23, 2026, with a termination date of March 5, 2026.
8. DM testified that she is the Landlord and that Myfarete Mehmeti ("MM") is not a landlord named on the tenancy agreement but acts as the property manager and agent for the Landlord. DM testified that she did not sign the N12 notice. Although the notice bears DM's name as the Landlord, it was signed by MM.
9. DM testified that MM had advised the Tenants that DM intended to return to Ontario and eventually occupy the rental unit. However, no date had been established for that move, and the information was provided only as a courtesy to give the Tenants additional time to find alternate accommodation.
10. The Tenant, Ashleigh Ho (AH) testified that, on January 26, 2026, MM verbally advised the Tenants that they would need to vacate the rental unit because the MM's son intended to move into the unit. AH testified that MM also advised the Tenants that they could remain in the rental unit until June 2026 if necessary.
11. MM testified that the Tenants had already secured alternate accommodation by February 18, 2026, and requested permission to vacate the rental unit early. MM agreed to that request.
12. MM further testified that, on February 23, 2026, the Tenants advised her through WhatsApp that they required an N12 Notice of Termination in order to secure their new rental accommodation. MM testified that the Tenants prepared both an N9 Notice of Termination and a pre-populated N12 Notice of Termination and sent them to her for signature on the N12 notice.
13. MM testified that she did not request that the N12 notice be prepared. She understood that the Tenants required the notice solely for the purpose of securing alternate accommodation and, in an effort to assist them, signed the notice. MM testified that she and AC discussed the termination date, and she amended the notice to reflect a termination date of May 1, 2026. MM stated that she believed she was assisting the Tenants and later felt that she had been misled into signing the notice.
14. AC testified that the Tenants wished to ensure that any termination of the tenancy complied with the requirements of the Act. He testified that, between February 20 and February 23, 2026, he followed up daily with MM regarding the issuance of an N12 notice. When no notice was forthcoming, AC prepared a draft N12 notice for MM's convenience.

15. AC acknowledged that he pre-populated the N12 notice before it was signed. He testified that he initially inserted a termination date of April 23, 2026, representing approximately 60 days from the date of preparation. It was not disputed that MM amended the termination date to May 1, 2026, before signing the notice.
16. AC further testified that it was common practice during the tenancy for the Tenants to prepare documents on MM's behalf at her request, for her review and signature. As an example, AC testified that the Tenants prepared a reference letter, at MM's request, to assist them in obtaining alternate rental accommodation.
17. MM acknowledged that the Tenants had prepared documents on her behalf during the tenancy, including the reference letter. She maintained, however, that she signed the N12 notice only because she believed it was required by the Tenants to secure their new rental unit.

Analysis and Determination

18. The issue before me is whether the Tenants are entitled to compensation pursuant to section 48.1 of the Residential Tenancies Act, 2006 (the "Act"). Section 48.1 requires a landlord who gives a tenant a notice of termination under section 48 to compensate the tenant in an amount equal to one month's rent or to offer another acceptable rental unit.
19. There is no dispute that an N12 Notice of Termination dated February 23, 2026 was signed by MM and provided to the Tenants. The central issue is whether, in the circumstances of this case, the N12 notice was a notice of termination given by the Landlord under section 48 of the Act, thereby triggering the compensation requirement under section 48.1.
20. There is also no dispute that the Tenants subsequently provided an N9 Notice of Termination. AC testified, however, that the N9 Notice of Termination was served after the Tenants had already received the signed N12 Notice of Termination.
21. Having considered the evidence in its entirety, I am not satisfied, on a balance of probabilities, that the N12 notice was initiated or issued by the Landlord as a notice of termination under section 48 of the Act.
22. I prefer the evidence of DM and MM regarding the circumstances in which the N12 notice came to be signed. Their evidence was consistent that the Tenants had already advised they intended to vacate the rental unit, had secured alternate accommodation, and requested documentation to assist them in obtaining that accommodation. MM's evidence that the Tenants prepared both an N9 Notice of Termination and a pre-populated N12 Notice of Termination was consistent with AC's testimony that he prepared the N12 notice before it was signed.
23. I accept that MM amended the termination date on the N12 Notice of Termination prior to signing it. However, I do not find that this, on its own, establishes that the Landlord initiated a termination of the tenancy under section 48 of the Act or that the notice was given by the Landlord for the purposes of section 48.1. In assessing the evidence as a whole, I find that the circumstances surrounding the preparation and execution of the N12 notice are more consistent with it being generated at the Tenants' request for documentation, after the

Tenants had already secured alternate accommodation and believed such documentation was required for their new tenancy, rather than a notice issued by the Landlord initiating termination of the tenancy.

24. I also place weight on the evidence of AH that, prior to the execution of the N12 notice, MM advised the Tenants that they could remain in the rental unit until they secured suitable alternate accommodation, including potentially until June 2026. This evidence is inconsistent with an intention by the Landlord to terminate the tenancy on a fixed date pursuant to section 48 of the Act.
25. Further, the Tenants vacated the rental unit on March 5, 2026, prior to the termination date set out in the N12 notice, after requesting to do so. The Landlord returned the Tenants' last month's rent deposit. In my view, these actions are consistent with a mutually agreed early termination following the Tenants' decision to relocate, rather than enforcement of a landlord-initiated termination under section 48.
26. While the Act provides for mandatory compensation where a landlord gives an N12 notice under section 48, I am not satisfied that the N12 notice in this case was given by the Landlord in that statutory sense. The evidence supports a finding that the Tenants received the signed N12 notice after it had been prepared by them at their request, and that the N9 Notice of Termination was only served after receipt of the signed N12 notice, consistent with the Tenants' understanding that documentation was required to secure alternate accommodation.
27. In all of the circumstances, I find that the Tenants have not established, on a balance of probabilities, that the Landlord gave an N12 notice within the meaning of section 48 of the Act so as to trigger the compensation requirement under section 48.1.
28. Accordingly, and for the reasons set out above, the application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 30, 2026
Date Issued

Christina Philp
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.