



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

**File Number:** TNL-33247-21

**In the matter of:** 325 HILLCREST AVENUE  
NORTH YORK ON M2N3P7

**Between:** Arosha Amoozandeh

**And**

Amanjote Singh  
Bianka Kocsis

I hereby certify this is a  
true copy of an Order dated

**August 23, 2021**

Landlord and Tenant Board

Landlord

Tenants

Arosha Amoozandeh (the 'Landlord') applied for an order to terminate the tenancy and evict Bianka Kocsis and Amanjote Singh (the 'Tenants') because the Landlord 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 video conference on August 19, 2021.

The Landlord, the Landlord's legal representative, Jennifer Mundejar, the Tenants and the Tenants' legal representative, Samuel Korman, attended the hearing.

**Determinations:**

1. The termination date in the N12 Notice of Termination (the N12) is July 31, 2021.
2. Ms. Mundejar submitted that the fixed term tenancy expired in 2020, after which the tenancy continued with the same rental period as established in the original tenancy, from the twenty second day of one month to the twenty-first day of the subsequent month. In the following May 26, 2020 WhatsApp communication the parties mutually agreed to the amend the rental period to be from the first day of one month to the last day of the same month, effective September 1, 2020

Tenant: "Hamed, he always took the money out on the 22<sup>nd</sup> of the month. Would we be able to make it the 1<sup>st</sup> of the month going forward? I'm just asking because its when our other bills go out and other cheques come in, so it makes it easier for us when everything comes out on the 1<sup>st</sup>. Is that ok?"

Landlord: "Sure, not a problem, Vick"

3. Mr. Korman submitted that in this communication the Tenants never intended for the rental period to change which remains from the twenty second day of one month to the twenty-first day of the subsequent month. Instead, in this communication, the Tenants requested that the Landlord allow for late payment of the rent as a courtesy, only.
4. I find that this communication is unclear with respect to whether the parties intended to change the rental period or to only sanction late payment of future rent. As the “holder of the pen” in the framing of the tenancy agreement or of amendments thereto, the Landlord would have been in the best position to avoid this ambiguity by confirming and clarifying the precise nature of the parties’ intention. Applying the legal doctrine of contractual interpretation known as *contra proferentem* I have decided to resolve this ambiguity against the Landlord. As such, I found that the Landlord has not proven his claim with respect the time frame of rental period. Instead, I determined that the rental period is as asserted by the Tenants, from the twenty second day of one month to the twenty first day of the subsequent month. Given that the termination date in the N12 is not the last of a rental period, I find that the N12 is fatally defective and I decided to dismiss the application for this reason.

**It is ordered that:**

The application is dismissed without consideration of its merits.



**August 23, 2021**  
**Date Issued**

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Sean Henry  
Member, Landlord and Tenant Board

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