



Order under Section 69
Residential Tenancies Act, 2006

File Number: SWL-50102-21

In the matter of: 924, 924 MASSIMO CRESCENT S
WINDSOR ON N9G3C6

Between: Sibusisiwe Nombuso Dlamini Landlord

and

Ghada Al Tali Tenant

Sibusisiwe Nombuso Dlamini (the 'Landlord') applied for an order to terminate the tenancy and evict Ghada Al Tali (the 'Tenant') because the Landlord requires possession of the rental unit for the purpose of residential occupation.

This application was heard via video/teleconference on October 25, 2021.

The Landlord, the Landlord's Representative Shelina Ruda, the Tenant and the Tenant's Representative attended the hearing.

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The Landlord and the Tenants attended the hearing.

Determinations:

1. This is an application under section 48(1) of the *Residential Tenancies Act, 2006* (Act).
2. Subsection 48(1) of the *Residential Tenancies Act 2006* ('the Act') which states in part:
"a landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation by
 - (a) the landlord,
 - (b) the landlord's spouse, or
 - (c) a child or parent of the landlord or the landlord's spouse.
3. On January 25, 2021 the Landlord via mail served the Tenant a (N12) Notice to End the Tenancy setting out that the Landlord requires possession of the rental unit for the following reason.
 - for Landlord's own use.
4. The termination date set out in the (N12) notice was April 15, 2021.
5. The Tenant did not vacate the rental unit in accordance with the N12 notice given.

6. The technical requirements for granting an application under section 48 of the Act are
 - a) With regard to the notice, subsection 48(2) states - the date for termination specified in a 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.
- 2 The Landlord acknowledged the monthly rent is payable on the 15th day of each month, therefore in this instance the day the rent period ends is the 14th day of the month, not the 15th day of each month as set out in the notice. A correct termination date would have been April 14, 2021.
- 3 Therefore, I find that this N12 notice does not comply with the notice requirements contained in section 48(2) of the *Residential Tenancies Act, 2016* because the specified termination date of April 15, 2021 is not the last day of the tenancy rental period.
- 4 Consequently, the N12 notice is defective, and the Board does not have the jurisdiction to end the tenancy based on an invalid notice given to the Tenant.

It is ordered that:

1. The Landlord's application is dismissed.



November 4, 2021

Date Issued

Randy Aulbrook

Member, Landlord and Tenant Board

South West-RO
150 Dufferin Avenue, Suite 400, 4th Floor
London ON N6A5N6

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