



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

Citation: Cyrus Bakhtiyari v Hamide Beril Gursu-Kutz, 2023 ONLTB 45866

Date: 2023-06-22

File Number: LTB-L-006947-23

In the matter of: 72 PROVINCE ST N
HAMILTON ON L8H4H6

Between: Cyrus Bakhtiyari Landlord

And

Hamide Beril Gursu-Kutz Jason Tenants
Kutz

Cyrus Bakhtiyari (the 'Landlord') applied for an order to terminate the tenancy and evict Hamide Beril Gursu-kutz and Jason Kutz (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 12, 2023.

The Landlord and the Tenants attended the hearing.

Determinations:

1. On January 19, 2023, the Landlord gave the Tenants an N12 notice of termination pursuant to section 48 of the *Residential Tenancies Act, 2006* (the 'Act') with the termination date of March 31, 2023. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by himself.
2. Section 48.1 of the Act requires a landlord who has served and N12 notice to give the tenant compensation in the amount of one month of rent.
3. The Landlord e-transferred the amount of one month's rent to the Tenants on April 1, 2023, which they refused. The Tenants stated that it was refused as it was paid after the termination date. The Landlord stated that the Tenants advised him that they plan to dispute the N12 notice at the LTB.

4. Section 55.1 of the Act requires a landlord who is obligated to give compensation pursuant to section 48.1 to pay that compensation no later than the termination date in the N12 notice of termination.
5. While in *6150 Yonge GP Inc. v. Boxma*, the Divisional Court has accepted that the LTB has the discretion to extend the deadline pursuant to subsection 190(2) of the Act for a

Order Page 1 of 2

File Number: LTB-L-006947-23

landlord to pay compensation owing to a tenant. In that case the landlord had attempted to pay the compensation prior to the termination date.

6. Based on the evidence before me, I am not exercising my discretion to extend the deadline for payment of compensation to the Tenants. I believe this statutory requirement for a landlord to pay a tenant compensation for a “no fault” termination is to financially assist a tenant to move out by the termination date in the notice. If a landlord fails to pay this compensation by the termination date, a tenant may not have the ability to move out or it may frustrate a tenant’s choice in the matter.
7. The Landlord simply stated that he believed the Tenants would not accept the compensation as they are disputing the N12 notice. I am not satisfied that this was a valid reason for sending the required payment of compensation late. Therefore, I find that the Landlord should be held to the statutory deadline for payment of compensation pursuant to section 55.1 of the Act.
8. Since the Landlord did not pay the Tenants one month’s rent as compensation required by section 48.1 of the Act prior to the termination date in the N12 notice, as required by section 55.1, this application is dismissed.

It is ordered that:

1. The Landlord’s application is dismissed.

June 22, 2023

Date Issued

Lisa Del Vecchio

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.

