AMENDED ORDER
Order under Section 57
Residential Tenancies Act, 2006
And section 21.1 of the **Statutory Powers Procedure Act**

File Number: LTB-T-075623-24-AM

In the matter of: 22, 90 EASTWOOD PARK GDNS
ETOBICOKE ON M8W0B2

Between: Luckner Jean-Baptiste
Shamiso Magumbe — Tenant

And

Laurentiu Grigorescu
Daria Efimova — Landlord

In response to a request from the Landlord the order is clerically amened under paragraph 1 of the it is ordered section. This amendment has been bolded for greater clarity.

Luckner Jean-Baptiste and Shamiso Magumbe (the 'Tenant') applied for an order determining that Laurentiu Grigorescu and Daria Efimova (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on November 27, 2025.

Only the Tenant Luckner Jean-Baptiste attended the hearing.

As of 9:28am, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant $10,212.00

2. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenant to prove each of the following on a balance of probabilities:

   - The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act;
   - The Tenant vacated the rental unit as a result of the N12 notice of termination;
   - No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
   - The Landlord served the N12 notice of termination in bad faith.

3. The Tenant proved all of the requirements in subsection 57(1)(a).

4. The Tenant testified that they moved into the rental unit in February 2021 and vacated on April 24, 2024, after they were served with an N12 Notice of Termination on February 29, 2024. The N12 indicated that the Landlord, their spouse, and their child intended to occupy the rental unit. The Tenant testified that they would have remained in the rental unit if not for the N12.

5. The Tenant testified that to their knowledge the Landlord did not move into the rental unit after they vacated. They testified that they remained friends with several neighbours who informed them that the Landlord had listed the rental unit for sale.

6. The Tenant testified that on September 17, 2024, they discovered the listing for the rental unit advertising the unit for sale. The Tenant relied on a copy of the listing along with photos of the staged unit.

7. The Tenant testified that the unit sold. He testified that he was aware of this because he had to visit the unit on a couple occasions to pick up mail, and during one of these visits he spoke to the occupants who informed him that had recently purchased the property.

8. Based on the Tenant's uncontested evidence I am satisfied that they have proved all the requirements Subsection 57(1)(a) of the Act. I accept that the Tenant's were served with an N12 Notice of Termination, and vacated as a result. I also accept that the Landlord did not occupy the rental unit, which was instead listed for sale, and sold around September 2024. I find that the Tenant's uncontested testimony, and the listing are ample proof that the unit was listed for sale. Accordingly, the reverse onus in section 57(5) applies and the onus shifts to the Landlord to demonstrated that the N12 was not served in bad faith. The Landlord has not attended to do so, therefore I am satisfied that the N12 was served in bad faith.

<u>Remedies</u>

9. The Tenant sought a rent differential of $9,552.00. They testified that they paid $2654 at the time they vacated the rental unit, and secured a new unit, which was also a town house on April 24, 2024. This unit was comparable to the rental unit, though larger with an extra bedroom and bathroom. Given that the Tenant's have moved to a larger unit I am not satisfied that the full differential is appropriate as a portion of the higher rent can be attributed to the larger unit they now occupy. Accordingly, I have reduced the differential sought by 25%. Therefore, I find that the Landlord must pay the Tenant $7164 for the

increased rent that the Tenant has incurred or will incur for a one-year period after the Tenant moved out of the rental unit.

10. The Tenant also sought moving expenses of $1000.00. The Tenant did not provide any invoices or receipts in support of the costs. They testified that they negotiated with the movers for the rate, which was higher than it may have been otherwise as the Tenant's have a small child and were unable to assist with the move themselves in a significant manner. While the Tenant has not provided receipts, given that they were moving from a two-bedroom unit into a three bedroom I am prepared to accept that they had significant possession which had to be moved, and accept that they were required to engage movers as they have a young child. In these circumstances I find that $500 represents reasonable moving costs. Therefore, I find that the Landlord must pay the Tenant $500.00 for the reasonable out-of-pocket moving, storage and other like expenses that the Tenant has incurred or will incur as a result of having to move out of the rental unit.

11. The Tenant also sought general compensation of $6900, which represents two months of their current rent in their new rental unit. The Tenant testified that the termination of the tenancy was challenging as they had budgeted for the original rent amount and had their entire lives organised around the rental unit. They testified that it required a long search to find another unit close by and their credit scores were impacted significantly as they had to raise money for first and last month rent and had to put off paying certain bills and rely on credit cards.

12. I am prepared to accept that the Tenant's were impacted by the move and find that general compensation is appropriate. However, I note that the Tenant's have also been compensated in the from of a rent differential and moving expenses, and note that they were able to secure a unit nearby, which allowed their children to remain in the same school system. Therefore I find that general damages of $2,500.00 are appropriate.

13. Accordingly, the Landlord must pay the Tenant $2,500.00 for general compensation.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is $10,212.00 This amount represents:
   - $7,164 for increased rent the Tenant has incurred for the one-year period from April 2024 to March 2025
   - **$500.00** for the reasonable moving, storage and other like expenses that the Tenant has incurred as a result of having to move out of the rental unit.
   - $2,500.00 for general compensation.
   - $48.00 for the cost of filing the application.

2. The Landlord shall pay the Tenant the full amount owing by January 17, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by January 17, 2026, the Landlord will owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

4. The Tenant has/have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 6, 2026
Date Issued

Reid Jackson
Member, Landlord and Tenant Board

January 13, 2026
Date Amended

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.