



Order under Section 57 Residential Tenancies Act, 2006

Citation: Adapa v Singh, 2026 ONLTB 7310

Date: 2026-01-22

File Number: LTB-T-074788-23

In the matter of: 881 EDINBURGH DR
WOODSTOCK ON N4T0N6

Between: Mounica Adapa
Nandini Mahajan
Joane Rafael
Tenants

And

Tarandeep Singh
Landlord

And

Saba Naqvi
Saiyed Imran Haider Naqvi
Purchasers

Mounica Adapa ('MA'), Nandini Mahajan and Joane Rafael (the 'Tenants') applied for an order determining that Tarandeep Singh (the 'Landlord') and Saba Naqvi ('SN') and Saiyed Imran Haider Naqvi (the 'Purchasers') gave a notice of termination in bad faith.

This application was heard by videoconference on January 5, 2026.

Only the Purchasers and the Tenants attended the hearing.

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 Tenants' and the Purchasers' evidence.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities.
2. In the application, the Tenants claim that the Landlord gave an N12 notice of termination under section 49 of the Act, on behalf of the Purchasers, in bad faith.

3. To be successful on this application, subsection 57(1)(b) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenants to prove each of the following on a balance of probabilities:
 - The Landlord gave the Tenant an N12 notice of termination under section 49 of the Act;
 - The Tenant vacated the rental unit as a result of the N12 notice of termination;
 - No person referred to in subsection 49(1) or 49(2) 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.
4. In *Elkins v. Van Wissen*, 2023 ONCA 789, the Court of Appeal for Ontario held that when deciding a T5 application relating to an N12 served for purchaser's own use under section 49 of the Act, the LTB must consider both the landlord's and the purchaser's good faith. After making both those determinations, the LTB must then consider what orders to make in respect of the Landlord and the Purchasers.
5. On March 18, 2023 the Landlord sent an email to the Tenants stating that the rental unit had been sold, and they were required to move out of the unit by May 16, 2023. The Tenants replied, stating that the term of the tenancy ended on July 31, 2023 and they planned to stay until that date.
6. After this, the Tenants received multiple emails from the Landlord and the Landlord's realtor requesting that the Tenants move out of the unit because it had been sold.
7. On or about March 23, 2023, the Landlord gave the Tenants an N12 notice to end the tenancy because the Purchasers required vacant possession of the unit for their own residential occupancy (DOC-3654051)
8. The Landlord requested that a meeting be scheduled with all three Tenants, but this was difficult for the Tenants because they were all busy and had different schedules.
9. On March 27, 2023, the Landlord attended the unit with his wife. At this time, the Landlord requested again that the Tenants move out of the unit and tried to "bribe" them with \$2,000.00 to vacate, but the Tenants reiterated that they are entitled to remain in the unit until the end of the lease term.
10. MA said the Landlord was agitated, and the Tenants felt intimidated and vulnerable. They again emailed the Landlord, saying they would leave at the end of the lease term. After this there was no further response from the Landlord. The Tenants felt mentally and emotionally exhausted from all of this, and decided at the end of March 2023 that they would move out of the unit.
11. The email chain referred to above was entered as evidence by the Tenants (DOC-3618648).
12. On April 29, 2023, the Purchasers contacted the Tenants, saying that they are the new landlords, and to begin making rent payments to them. The Tenants contacted the Landlord, who confirmed the unit had been sold. The Tenants replied to the Purchasers' email to inform them that they had already decided to move and had made the necessary

arrangements. The Tenants advised that the rent deposit would cover the rent for May 2023, which would be the last month of the tenancy.

13. The Tenants then spoke with the Purchaser, SN, who was surprised that the Tenants were moving. SN informed the Tenants that she was not intending to seek termination the tenancy, and that she actually wanted tenants.
14. The Tenants did not have any communication with the Purchasers before they decided to move out.
15. MA said the Tenants moved out of the unit because of the N12 notice they received, and because of the associated pressure from the Landlord to move out.
16. The Purchasers were new permanent residents of Canada at the time of the purchase, and at the time they entered into the agreement of purchase and sale for the unit, they had not decided if they intended to live in the unit or rent it out. They acknowledged that there was a condition in the agreement of purchase and sale requiring vacant possession because of this, but they did not ever ask or direct the Landlord to give the Tenants an N12 notice or otherwise seek to evict the tenants.
17. The Purchasers learned that the N12 notice had been given on their behalf after the sale of the property closed. This surprised them, because they did not ask the Landlord to serve the N12, and the Landlord did not tell them about it.
18. The Purchasers confirmed that they never moved into the unit. The sale of the property closed on April 14, 2023. After the Tenants moved out, the Purchasers said the property was left vacant for three months, until they rented it out in September 2023.
19. I find that the Landlord gave the Tenants an N12 notice, the Tenants moved out of the unit because they received the N12 notice, and no person referred to in subsection 49(1) or 49(2) moved into the unit after the Tenants vacated.
20. The test for whether an N12 notice is given in good faith is whether there is a genuine intention on the part of, in this case, the Purchasers, to move into the unit. The alternative finding of fact would be that there is no genuine intention for the person(s) identified in an N12 notice to occupy the unit: *Fava v. Harrison*, 2014 ONSC 3352 (CanLII), para 17; *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), paras 18-20; *Feeney v. Noble*, 1994 CanLII 10538 (ON SC).
21. Where an N12 notice is given in the absence of a genuine intention to occupy the unit, it can be said that the N12 notice is given in bad faith. In my view, for the intention to be genuine, it must be a settled intention, as opposed to a potential intention. The Act does not permit the issuance of an N12 notice under section 48 or 49 on the basis that a person is considering whether they intend to move into the unit.
22. Having considered the conduct of the Purchasers, I find that they did not instruct or direct the Landlord to give the Tenants the N12 notice, and that they were not even aware that it was given.
23. On its own, the inclusion of vacant possession of the unit as a condition in the agreement and purchase and sale does not lead to the reasonable inference that the Purchasers were

acting in bad faith, or that this was an implicit direction to the Landlord to serve the Tenants with an N12 notice.

24. The Purchasers were clear in their evidence that they did not know if they would live in the unit or not, and that they played no part in the issuance of the N12 notice. This is consistent with their surprise, after the sale closed, that the tenancy was about to end, which was corroborated by the Tenants' evidence.
25. The Purchasers did not have a genuine intention to move into the unit, because their intention was not settled. The N12 notice claiming they intended to move into the unit was, therefore, given in bad faith. I do not, however, find that it would be fair or appropriate for the Purchasers to bear any liability in the circumstances, because they did not direct, and were not aware of, the issuance of the N12 notice. The Purchasers did not act in bad faith.
26. I find that the Landlord gave the Tenants the N12 notice in bad faith. The Landlord gave an N12 notice, purportedly on behalf of the Purchasers because they genuinely intended to move into the unit. The Landlord did this without any request or direction from the Purchasers, and without even informing the Purchasers that the notice was being given. The Landlord cannot have given the N12 notice on behalf of the Purchasers without their knowledge, and could not have known if the Purchasers genuinely intended to move into the unit because it was not discussed with the Purchasers. Giving the N12 notice in these circumstances amounts to bad faith.

Remedies

27. The Tenants sought a rent abatement in the amount of \$28,800.00, but the substance of the request is for general compensation. The application is amended pursuant to rule 1.6(h) of the LTB's *Rules of Procedure* to remove the \$28,800.00 rent abatement sought, and to replace it with \$28,800.00 for general compensation.
28. The Tenants also sought compensation for moving and storage expenses. The Tenants did not present any documentary evidence relative to the moving and storage expenses, and were also not able to give specific *viva voce* evidence on this issue. While I accept that the Tenants incurred moving and storage expenses, they did not prove on a balance of probabilities what those expenses were, so I decline to order any.
29. The Tenants' monthly rent at the time they moved out of the unit was \$2,400.00. The LTB has jurisdiction to order an amount for general compensation on this type of application, which cannot exceed the equivalent of the rent for 12 months, being \$28,800.00.
30. While I find that the Landlord's conduct was egregious, monetary amounts ordered by the LTB are intended to be compensatory and not punitive. I accept the Tenants' evidence that they endured significant stress, sleepless nights, intimidation, and exhaustion because of the Landlords' conduct, and that all of this affected the Tenants' wellbeing, and affected them at their places of work. MA said that she went to therapy because of the impact this situation had on her.
31. In my view, compensation in the amount of \$28,800.00 in the circumstances is appropriate. I have taken into account that there were three Tenants involved, and this award amounts to \$9,600.00 in compensation for each Tenant. I find that this maximum

amount of compensation is appropriate in this case, because of the significant impact that this N12 notice, which the Landlord gave in bad faith, together with the Landlord's associated conduct, had on the Tenants.

32. The Tenants incurred a fee of \$53.00 to file this application, and they are entitled to recover this amount.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$28,853.00. This amount represents:
 - \$28,800.00 for general compensation.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by February 2, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 2, 2026, the Landlord will owe interest. This will be simple interest calculated from February 3, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 22, 2026
Date Issued

Mark Melchers
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.