



**Order under Section 57
Residential Tenancies Act, 2006**

Citation: WELLS v ANDERSON, 2026 ONLTB 9375

Date: 2026-01-27

File Number: LTB-T-061654-22

In the matter of: 40, 165 GREEN VALLEY DRIVE
KITCHENER ON N2P1K3

Between: BETH WELLS Tenant

And

RINKAL GORASIYA Purchaser

BETH WELLS (the 'Tenant') applied for an order determining that RINKAL GORASIYA (the 'Purchaser') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-061654-22 issued on August 6, 2024, as a result of a hearing that took place on January 29, 2024, where the Purchaser was not in attendance.

On August 14, 2024, the Purchaser requested a review of the order and that the order be stayed until the request to review the order is resolved.

On August 15, 2024, order LTB-T-061654-22-RV was issued denying the Purchaser's request to review.

On August 21, 2024, the Board initiated a review of order LTB-T-061654-22 issued on August 6, 2024, and LTB-T-061654-22-RV issued on August 15, 2024, through interim order LTB-T-061654-22-RV-BIR-IN.

On August 5, 2025, LTB-T-061654-22-RV-BIR-IN2 was issued, granting the request to review and directing the Tenant's application to a *de novo* hearing.

This application was heard by videoconference on October 2, 2025.

The Tenant, the Tenant's Legal Representative Tanesha Farquharson, the Tenant's witnesses Rebecca Herman ('RH') and Dawn Manuel ('DM'), the Landlord Denva Cupid, the Landlord's Legal Representative Allistair Trent, the Purchaser Rinkal Gorasiya, and the Purchaser's Legal Representative Alfred Chinambu attended the hearing.

Determinations:

Preliminary Issues

1. The Landlord's Legal Representative raised the issue of liability with respect to his clients Stacy Anderson and Denva Cupid, submitting that the Tenant had agreed that the Landlords were not liable for her application and requested that the Landlords be removed as parties.
2. Neither the Tenant nor the Purchaser taking any issue with the request, I granted the request to remove the Tenant's prior Landlords. The application remains against the Purchaser.
3. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the the Purchaser must

Tenant's Evidence

4. The Tenant moved into the unit on May 30, 2013. Her monthly rent started at \$1,195.00 and had been increased to \$1,215.00 by the time she had vacated the unit.
5. In March of 2022, the Tenant had been served an N12 notice of termination from the Landlord, which outlined that the Purchaser of the unit would be moving into the unit for their own use.
6. The Tenant and the Landlord negotiated an end to the tenancy and the Landlord had agreed to pay to the Tenant \$10,000.00 to facilitate her vacating the property by May 31, 2022. The Tenant testified that she accepted this money because she believed the Purchaser would be moving into the unit with her family.
7. The Tenant testified that she rented a new unit that was across the street and that she was able to monitor the activity at the unit, testifying that it appeared to her as though neither the Purchaser or their family had moved into the unit and that the unit was being rented to international students.
8. The Tenant had found listings for the unit on Kijiji and Facebook Marketplace dated June 3, 2022, and had observed what appeared to her as new tenants moving into the unit and that she had never observed the Purchaser move into the unit, but had noticed an older couple she thought may have been the Purchaser's parents.
9. The Tenant testified that her new rent is now \$2,580.00, which went up from \$2,400.00 from when she first moved into the unit. The Tenant testified about the impact of the move, testifying that she worked two jobs and was going to school and that her children lived with and supported her as well.
10. The Tenant testified that she was seeking the difference in rent for her new unit, which totals \$14,220.00, her \$400.00 U-Haul expense and \$10,000.00 in General Damages.
11. DM testified on behalf of the Tenant, testifying that she lived in unit 39 next door to the unit and question and confirmed the observations of the Tenant that the Purchaser never moved in and that it appeared international students had moved into the unit. DM testified that she would never see the same person residing at the unit.

12. RH also testified on behalf of the Tenant, who lived in unit 41 next door to the unit in question and corroborated the observations of both DM and the Tenant, that the Purchaser did not appear to move into the unit, and that different people would move into the unit appearing to be students. The reason she knew they were students was because they would move into and out of the unit at the beginning or the end of a semester.
13. As the Landlords had been removed as parties from the hearing, the Landlord's Legal Representative ('AT') also testified on behalf of the Tenant. He was doing so to provide some insight into the issue as he testified that he is also a license real estate agent.
14. AT testified that he did not list the property as he is not a member of the Kitchener Real Estate Board. He had co-listed the property with an agent who was a member of the Board. AT testified that the Landlord had listed the unit as a tenanted unit.
15. AT testified that the Purchaser had levied a complaint against him, alleging that she was not aware that the unit had been tenanted when she had purchased it. AT testified that the complaint was dismissed, and that the Purchaser had purchased the unit sight unseen.

Purchaser's Evidence

16. The Purchaser testified that she has lived in the unit since June of 2022.
17. She testified that she had been living at this unit the entire time and that her parents came to live with her a little while later.
18. The Purchaser acknowledged that she had listed a room for rent to help her parents but that the condo rules prohibited her from renting out a room, or the unit.
19. The Purchaser testified that her parents had been ill and too sick to move into the unit when she initially took possession of same but agreed in cross-examination that they had started living in the unit as of April of 2023. The Purchaser further testified that she had never renovated the unit. The Purchaser also denied that any of the advertisements the Tenant had found were hers, despite having the same name.
20. The Purchaser was asked about the people coming and going from the unit to which she replied they were just friends visiting.

Analysis

21. Subsection 57(1)(b) 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 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.

22. I am satisfied based on the evidence of both parties that the Tenant has proven that she was issued an N12 notice of termination and that she vacated the unit because of that notice.

23. Section 57(4) of the *Residential Tenancies Act, 2006* (the 'Act') states:

(5) For the purposes of an application under clause (1) (a), it is presumed, unless the contrary is proven on a balance of probabilities, that a landlord gave a notice of termination under section 48 in bad faith, if at any time during the period described in subsection (6) the landlord,

(a) advertises the rental unit for rent;

(b) enters into a tenancy agreement in respect of the rental unit with someone other than the former tenant;

(c) advertises the rental unit, or the building that contains the rental unit, for sale;

(d) demolishes the rental unit or the building containing the rental unit; or

(e) takes any step to convert the rental unit, or the building containing the rental unit, to use for a purpose other than residential premises

24. I'm satisfied based on the evidence of the Tenant and admitted to by the Purchaser that the unit was advertised for rent within the one-year period of the Tenant vacating the unit. As such, it is presumed that the notice of termination was issued by the Purchaser in bad faith, unless the Purchaser can prove the contrary on a balance of probabilities.

25. 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 purchaser. In this case, the parties agreed that the Landlord was blameless in this transaction.

26. The Purchaser testified that she had thought that when she purchased the unit sight-unseen that it was not tenanted. Despite this, she continued with the sale and the Landlord issued the notice of termination on her behalf. She testified that she moved into the unit in June of 2022 however, the Tenant and her two witnesses who live next door to the unit, testified that it appeared as though students were occupying the unit. This was confirmed by the Kijiji ad from June 3, 2022, advertising the unit for rent with the photos of the Tenant's own furniture.

27. Having considered this evidence as a whole, I am not satisfied that the Purchaser occupied the rental unit within a reasonable amount of time after the Tenant vacated. Taking into consideration the Purchaser's complaint made regarding the listing of the unit as tenanted, the online advertisements of the unit and the observations of the Tenant and her witnesses that different people had been coming and going from the Purchaser's unit

who were neither the Purchaser or their family, I find that the Purchaser issued the notice of termination in bad faith.

Remedies

28. The Tenant provided her lease for her new unit that she rented after she had vacated the unit, showing the difference in rent. I am satisfied that these expenses are reasonable and were accumulated by the Tenant as a result of the Purchaser's bad faith notice. Therefore, I find that the Purchaser must pay the Tenant \$14,220.00 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.
29. Further satisfied that the Tenant vacated the unit as a result of the Purchaser's bad faith notice, I find the Tenant's moving expenses to be reasonable in the circumstances. Therefore, I find that the Purchaser must pay the Tenant \$400.00 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.
30. The Tenant is also seeking \$10,000.00 for compensation for general damages. The Tenant was required to move from the unit, and this had an impact on her. The Tenant testified that moving had interfered with her education and also now needs to work two jobs in order to afford her rent.
31. While I certainly find that the Purchaser's actions had an impact on the Tenant, the Tenant was able to move to a unit that was relatively close in proximity to her neighbourhood.
32. The Tenant was also paid \$10,000.00 by the Landlord in order to facilitate her move by the termination date in the notice. While this was a seemingly separate transaction, it was part and parcel of the overall procedure in which the Tenant found herself in and was successfully able to negotiate compensation on her own behalf.
33. As such, I will not order \$10,000.00 in general damages as I believe the impact on the Tenant is being addressed through the difference in rent for her new unit.

It is ordered that:

1. The total amount the Purchaser shall pay the Tenant is \$14,821.30. This amount represents:
 - \$14,220.00 for increased rent the Tenant has incurred for the one-year period from the start of her new tenancy to up to maximum of one year.
 - \$400.00 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.
 - \$201.30 for the cost of filing the application.
2. The Purchaser shall pay the Tenant the full amount owing by February 7, 2026.
3. If the Purchaser does not pay the Tenant the full amount owing by February 7, 2026, the Landlord will owe interest. This will be simple interest calculated from February 8, 2026, at 4.00% annually on the balance outstanding.

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

January 27, 2026

Date Issued

Jagger Benham

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.