



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-086462-24

In the matter of: 36 SPRINGCREEK CRES
KANATA ON K2M2M2

Between: Samuel Schuurmans
Carly Hoffmeister
Jarod Tipler
Carolyn Frank
Tenants

And

Joyce Ibrahim
Stanley Ngenzi
Mayaasia Umba
Landlords

Samuel Schuurmans, Carly Hoffmeister, Jarod Tipler and Carolyn Frank (the 'Tenants') applied for an order determining that Joyce Ibrahim, Stanley Ngenzi and Mayaasia Umba (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on November 12, 2025.

The Tenants and the Landlords, Stanley Ngenzi ('SN') and Mayasia Umba attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay the Tenant \$1,838.59 by February 7, 2026. The Landlords shall also pay an administrative fine to the Landlord and Tenant Board an administrative fine in the amount of \$2,500.00 on or before February 7, 2026.

T5 Application

2. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenants to prove each of the following on a balance of probabilities:
 - The Landlords gave the Tenant an N12 notice of termination under section 48 of the Act;
 - The Tenants 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 rental unit is a semi-detached home with three bedrooms. The Tenants resided in the rental unit from October 15, 2022 to October 30, 2023. At the time the Tenants vacated the rental unit they were paying a monthly rent in the amount of \$2,525.60.
 4. The Landlords served an N12 notice of termination on the Tenants which stated that the Landlords in good faith, required possession of the rental unit for themselves, for the purpose of residential occupation for a period of at least one year. The N12 Notice stated a termination date of October 31, 2023.
 5. It was undisputed that the Tenants vacated the rental unit on October 30, 2023 because the Landlords gave the Tenants a N12 notice of termination claiming the Landlord required possession of the rental unit.
 6. It was also undisputed that the Landlords did not move into the rental unit but advertised the rental unit for rent on or about November 7, 2023 and then entered into a new tenancy agreement for the rental unit within 1 week of the Tenants vacating the rental unit.
 7. On an application to the Board, the person who alleges a particular event occurred has the burden of proof to establish that it is more likely than not that their version of events is true. In this application, the burden typically falls on the Tenants to establish that the notice of termination was served in bad faith.
 8. However, the fact that the rental unit was advertised for rent and entered into a new tenancy within one year of the Tenant vacating creates a rebuttable presumption that the Landlords served the N12 notice in bad faith. In other words, in this case, the burden falls on the Landlords to establish that they served the N12 in good faith.

Rebuttable Presumption of Bad Faith

11. With respect to the issue of bad faith, subsections 57(5) and 57(6) of the Act establish a rebuttable presumption of bad faith on the following ground:

57(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;

57(6) The period referred to in subsection (5) is the period that,

- (a) begins on the day the landlord gives the notice of termination under section 48; and
 - (b) ends one year after the former tenant vacates the rental unit.
12. The rebuttable presumption is engaged as it is undisputed that the rental unit was advertised for rent and the Landlords entered into a new tenancy less than a year after the Tenants vacated.
13. The Landlords dispute that the N12 notice was served in bad faith as SN testified that the Landlords intended to move into the rental unit but there was a change of circumstances that lead to the rental unit being advertised and rented in a new tenancy agreement.
14. SN testified that after the Tenants vacated the rental unit, the Landlord Joyce Ibrahim was unable to attain employment near the rental unit. The Landlord Joyce Ibrahim resides in Hamilton and was looking to move in within the rental unit with the other Landlords, however due to not attaining employment, it became apparent that she and the other Landlords would not be able to afford the expenses of the mortgage and utilities. Therefore, the Landlords decided to advertise the rental unit and enter into a new tenancy agreement. The Landlords submitted copies of applications that the Landlord Joyce Ibrahim had arranged with potential employers.
15. The Landlord, Joyce Ibrahim, did not attend to provide testimony on their changed circumstances and there was no evidence presented that showed there were any significant changes of circumstance during the time that the N12 notice was served and when the Landlords were expected to move into the rental unit. In my view, the Landlords served the N12 notice in bad faith because they failed to move into the rental unit, had advertised the rental unit and entered a new tenancy agreement within a month of the Tenants vacating. The Landlords should have known or ought to have known the requirements of serving an N12 notice, regardless of one Landlord obtaining a job near the rental unit. No explanation was provided as to why the other Landlords could not move in, other than for financial difficulties they may have encountered, and the rental unit was subsequently advertised and re-rented within a month of being vacated. The Landlords should have or ought to have reasonably been able to anticipate the potential of the Landlord, Joyce Ibrahim, not attaining a position near the rental unit and still have been able to reside within the rental unit when serving the N12 notice onto the Tenants. The circumstances in which the Landlord, Joyce Ibrahim, was not employed in the area near the rental unit is an unchanged circumstance from when the Landlords had served the Tenants the N12 notice. Therefore, I do not accept the submissions of the change in circumstances as the reason for the Landlords not moving into the rental unit.
16. In all of the circumstances, and in light of the reverse onus that applies, I find that the Landlords served the notice of termination in bad faith and the Tenants' application must be granted.

Remedies

Rent abatement

17. An abatement of rent is a contractual remedy based on the principle that rent is charged in exchange for a bundle of goods and services and if a tenant is not receiving those goods and services then the rent should be abated in a sum proportional to the difference between what is being charged and what is being received.
18. There was no evidence before me to suggest that Tenants use of the rental unit was diminished or hindered by the Landlords while they were still residing in the rental unit. While the Tenants submitted that this is due to the Landlords provided the N12 Notice in bad faith and should get reimbursement for a year's worth of rent, the remedy is sought in general compensation. For these reasons, the request for rent abatement is denied.

Administrative Fine

19. The Tenants are requesting that the Landlords be ordered to pay an administrative fine. Pursuant to the Board's Interpretation Guideline 16:

An administrative fine is a remedy to be used by the Board to encourage compliance with the Act, and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance. Administrative fines and rent abatements serve different purposes. Unlike a fine, a rent abatement is intended to compensate a tenant for a contravention of a tenant's rights or a breach of the landlord's obligation.

20. An administrative fine is a remedy to be used by the Board to encourage compliance with the Act and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance.
21. The Landlords served an N12 notice asserting a good faith intention to occupy the rental unit, failed to move into the unit, and instead re-advertised and re-rented the rental unit within a short period of time. Despite the reverse onus imposed by section 57 of the Act, the Landlords failed to provide a credible explanation for their non-compliance as none of the circumstances at the time of serving the N12 notice changed.
22. I find that the Landlords in the present case has shown a blatant disregard for the Act and the monetary remedies of \$1,838.59 being awarded, in my view, will not provide adequate deterrence and compliance. Therefore, I find that the Tenants' request for an administrative fine is appropriate in all of the circumstances. An administrative fine of \$2,500.00 will be imposed.

Rent Differential

23. The Tenants were renting a detached house from the Landlord and the Tenants had access to the entire house. The rental unit was 3 bedrooms, 2 bathrooms and was equipped with a kitchen, and access to the basement.

24. The new rental unit was a detached house from the new landlord and the Tenants had access only to two floors. The rental unit was 3 bedrooms, 2.5 bathrooms and was equipped with a kitchen, and access to a basement. The Tenants had testified that this rental unit is similar.
25. In considering a rent differential, the Board must consider whether the rental units are comparable, not exact. I find that the two rental units are comparable. Therefore, the Tenant is entitled to their request for a rent differential.
26. The Tenants monthly rent was \$2,525.60 at their old unit and \$2,550.00 at the new rental unit. The Tenant is entitled to rent differential for a 12-month period. Given the additional bedroom in comparison of the total rooms of the old unit to the new unit, the tenant is entitled to 100% of the rent differential, which amounts to \$292.80 ($\$2,550.00 - \$2,525.60 = \$24.40 \times 100\% \times 12 \text{ months}$).

Moving Expenses

27. The Tenants claimed \$1,097.79 in moving expenses. The Tenants testified that she incurred the following costs:
 - Moving Pod rental: \$733.26
 - Boxes/Paper: \$100.00
 - Gas: \$160.00
 - Mail forwarding: \$104.53
28. The Tenants sought to withdraw their Boxes/ Papers moving expense. The Landlords did not oppose, I granted the amendment.
29. The Tenant submitted receipts and financial statements for the moving pod rental, the gas receipts and the mail forwarding receipts. I find the costs of \$997.79 which represents the moving pod rental, the gas and the mail forwarding reasonable for moving 4 adults from a three-bedroom rental unit to another rental unit. The Landlords will be ordered to compensate the Tenants for these expenses.

General Compensation

30. The Tenants seek general compensation in accordance with section 57(3)(1.1), in the amount of \$1,904.95. It is important to note that as referenced in the Act, an order under this paragraph may be made regardless of whether the Tenants have incurred any actual expenses. However, in determining a reasonable quantum I must consider the impact this bad faith eviction had on the Tenants.
31. The Tenants testified that they have had financial hardships from increasing the rent from \$2,525.60 to \$2,550.00 per month, finding a different rental unit that was similar in space and the impact of moving 30 kilometres away from the community had impacted negatively. The Tenants claimed the general compensation of \$1,904.95 due to disruption and stress. While I accept that the eviction caused disruption and stress, general compensation must be reasonable and grounded in the evidence before the Board. The Tenants did not provide documentary evidence establishing financial losses but mention 2 of the 4 Tenants

must travel 40 kms extra for work. I accept this evidence as credible and find that the increased commuting distance reasonably results in ongoing inconvenience and additional expense. In all of the circumstances, and taking into account the discretionary nature of general compensation under subsection 57(3)(1.1) of the Act, I find that an award of \$500.00 is reasonable and appropriate. The Landlords will be ordered to compensate the Tenants for these expenses.

Other remedies

32. In submissions, the Tenants argued that while landlords are entitled to rely on an N12 notice, the misuse of such notices should be strongly penalized. The Tenants submitted that the Landlords' conduct caused both financial and emotional hardship and urged the Board to impose consequences that would deter similar conduct in the future. I understand these submissions to be a request for an administrative fine which was granted, therefore the other remedies requested is dismissed.

33. The Landlords shall pay \$48.00 to the Tenants for the cost of filing this application.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$1,838.59. This amount represents:
 - \$292.80 for increased rent the Tenants have for the one-year period from November 1, 2023 up to and including October 31, 2024.
 - \$997.79 for the reasonable moving, storage and other like expenses that the Tenants have incurred as a result of having to move out of the rental unit.
 - \$500.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by February 7, 2026.
3. If the Landlords do not pay the Tenants 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 Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.
5. The Landlords shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$2,500.00 on or before February 7, 2026.

January 27, 2026
Date Issued

 Joshua Labbe
 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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations