



Order under Section 57 Residential Tenancies Act, 2006

Citation: Jones v Friedrich, 2026 ONLTB 9360

Date: 2026-02-03

File Number: LTB-T-093013-24

In the matter of: BASEMENT, 8 WOODCREST DR
GRIMSBY ON L3M1C4

Between: Amber Jones Tenant

And

Veronika Friedrich Landlord

Amber Jones (the 'Tenant') applied for an order determining that Veronika Friedrich (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on December 10, 2025.

The Landlord's legal representative Ian Shemesh, the Landlord, and the Tenant attended the hearing.

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 \$7,501.14.

Landlord Gave N12 for Own Use in Bad Faith

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 following facts were agreed or undisputed at the hearing:
 - The Landlord served an N12 notice of termination with a termination date of August 31, 2024;

- The Tenant vacated the rental unit as a result of the N12 notice.
 - The Landlord did not move into the rental unit;
 - The Landlord listed the building containing the rental unit for sale within 1 year of the Tenant vacating the rental unit.
4. The first three parts of the legal test contained in section 57 of the Act are either agreed or undisputed. Despite the submissions of the Landlord's representative that the Tenant has the burden of proving the allegations on a balance of probabilities, section 57(5) of the Act provides:
- 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,
- (c) advertises the rental unit, or the building that contains the rental unit, for sale;
5. This provision of the Act creates a rebuttable presumption and the facts in this matter engage the presumption contained in section 57(5). This means that the Landlord must prove it is more likely than not that when she gave the N12 to the Tenant she genuinely intended to move into the rental unit or that there was a material change in circumstances that would rebut the presumption. Simply put, the Landlord must prove good faith in serving the N12 notice.
6. The Landlord's representative submits that the Landlord's intention to sell the property was formed after the Landlord became aware that her son would not be moving to the property however, the reverse onus provisions of section 57(5) are not caveated by justification.

Testimony of Veronika Friedrich

7. The former Landlord Veronika Friedrich (VF) testified that in the fall of 2023 she began having severe problems with her right knee, back pain, and hip pain. VF gave evidence that her condition "started getting critical" causing sleepless nights and difficulty maintaining her obligations at the residential complex.
8. VF further testified that the health issues caused her to be fearful and she called her son to tell him that she was having major problems and was afraid to continue living by herself.
9. VF's evidence is that the N12 notice was served with the intention to "clear the place", because she wanted to move into the former Tenant's rental unit, and her son would occupy the main floor where the Landlord was residing to provide her with support and assistance.
10. VF testified that that her son "promised" he would move in, and she "hoped" and "believed" her son would follow through. Ultimately, VF's son advised his mother that he could not sell his business in Gananoque and therefore, he would be unable to move.

11. VF also testified that her son tried to sell his business for the whole summer but when he was unsuccessful and school began in the fall, he couldn't move into the property.
12. VF's evidence is that her son told her he wouldn't be able to move, "in the fall when school started". VF clarified that she couldn't remember the exact dates, but the conversation happened some time at the end of August or beginning of September.
13. The Landlord's son did not testify. I am without evidence as to when VF's son began trying to sell his business, what efforts were made, or what other discussions took place in relation to the plan for VF's son to move into the property.
14. I draw a negative inference from the lack of testimony from VF's son. It would be reasonably expected that the Landlord's son would testify, or evidence would be submitted showing advertisements or listings for the sale of the son's business, real estate listings for the son's residence, or an application for VF's son's children to go to school in the area.
15. The N12 notice was served for the purpose of the Landlord's residential occupation of the rental unit. Despite this, VF's plan to occupy the rental unit was predicated on hope and belief that her son would also be moving in to provide support and assistance.
16. Ultimately, the reason VF didn't move into the rental unit is because her son couldn't sell his business to give effect to the plan for him to provide VF with assistance. The N12 notice was served with hope, belief, and optimism, but I do not find VF had a genuine intention to occupy the rental unit.
17. VF's son hadn't sold his business when the N12 was served, and when the termination date of the N12 notice became imminent it should have been obvious to VF that her son would not be able to move to the property to facilitate her move to the rental unit.
18. Based on the evidence before me I am not satisfied that the Landlord has proven, on a balance of probabilities that the N12 notice was served in good faith and therefore, the presumption contained in s. 57(5) has not be rebutted.
19. I also do not find that the Landlord's son not being able to move into the property, nor that VF's deteriorating health are a material changes in circumstances. Since the plan for VF's son to move into the rental unit was contingent on him selling his business, when he advised VF that the business hadn't sold this was simply maintaining the status quo that existed from the beginning.
20. Further, I accept the Landlord was experiencing health issues which was the catalyst for VF wanting her son to move to the property and for her to move into the rental unit however, the Landlord's health issues were preexisting when the N12 notice was served. The deterioration of VF's condition was a motivation to sell the property, but not a material change that prevented her from moving into the rental unit.
21. Based on the evidence before me, I do not find that the Landlord has rebutted the presumption of bad faith and the N12 notice was served in bad faith.

Remedies

Administrative Fine

22. The Tenant requested a fine testifying that the Landlord has been a Landlord for “her whole life”, and should “know better”.
23. The Board's Interpretation Guideline 16 Administrative Fines considers the purpose of a fine:

An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act, 2006* (the "RTA"), 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 RTA 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 obligations.

24. I do not find this to be a situation in which a fine is appropriate. Despite finding that the N12 notice was served in bad faith, there is insufficient evidence to find that the Landlord's actions are a blatant disregard for the Act, nor that the other remedies will not provide adequate deterrence and compliance.

Rent Differential

25. The Tenant testified that her monthly rent at the rental unit was \$1,600.00, and her new rent is \$1,950.00. The Tenant submitted a copy of the lease for her new rental unit and gave evidence that by comparison the layouts of each unit are different but estimates the square footage to be relatively similar.
26. The Tenant's evidence is that the former rental unit is in a residential home, and she had 2 bedrooms, 1 bathroom, laundry, and parking included. The new rental unit is a two-bedroom basement unit with laundry included. The Tenant had use of a personal outdoor space at both rental units.
27. I am satisfied that the Tenant's new rental unit is comparable, and the Tenant will pay increased rent of \$350.00 per month for 12 months. Therefore, the Landlord must pay the Tenant \$4,200.00 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.

Moving Expenses

28. The Tenant testified that she incurred expenses for moving, supplies, and a U-Haul moving truck relying on bank statements to prove the expenses. The Tenant was asked during cross examination whether she submitted receipts however, I am satisfied that the U-Haul charges relate to the Tenant moving out of the rental unit.

29. The charges shown on the bank statements are contemporaneous to the period when the Tenant vacated the rental unit and coincide with the commencement date of the Tenant's new lease.
30. The Tenant testified that she hired movers to assist her however, the Tenant did not submit evidence in relation to these expenses and I am without sufficient evidence to find that the Tenant incurred additional expenses for moving or storage.
31. The total amount of charges shown on the Tenant's bank statement for moving expenses is \$253.14, and there was no evidence that this was unreasonable. Therefore, I find that the Landlord must pay the Tenant \$253.14 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.

General Compensation

32. The Tenant requested general compensation pursuant to section 57 (3) 1.1 of the Act. Section 57(3) 1.1 sets out the Board's jurisdiction to order general compensation:

1.1 An order that the landlord pay a specified sum to the former tenant as general compensation in an amount not exceeding the equivalent of 12 months of the last rent charged to the former tenant. An order under this paragraph may be made regardless of whether the former tenant has incurred any actual expenses or whether an order is made under paragraph 2. [Emphasis added]

33. The Tenant testified that her claim for general compensation is quantified as lost wages for 4 days, and for the stress and inconvenience of having to move. The Tenant testified that she estimates 12 hours of apartment search time, 48 hours of packing time,
34. The Tenant's evidence is that when she moved into the rental unit, she had just been evicted as a result of an N12 notice from her prior landlord and VF was aware of the Tenant's desire for long term accommodations. The Tenant further testified that she was going to school full time and had no one to help her move.
35. The Tenant submitted receipts for mental health treatment in support of her testimony that having to move from the rental unit caused her stress. The Tenant also submitted an estimate for 4 days of lost wages based on her hourly rate and typical number of clientele per day.
36. The Landlord's representative submits that the Tenant lacked evidence in relation to her expenses, and the quantification of general damages was speculative. Further submissions were made that the Tenant should not be entitled to compensation for "general life stress" however, the stress experienced by the Tenant was visited upon her by service of the N12 notice, and not "general life".
37. I accept the Tenant's testimony that having to move caused stress and inconvenience. The Tenant spent time looking for a new residence, packing, and moving. Section 57(3) 1.1 of the Act does not require the Tenant incur any actual expenses and I am satisfied that the Tenant's request for, and quantum of, general compensation is appropriate. Therefore, I find that the Landlord must pay the Tenant \$3,000.00 for general compensation.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$7,501.14. This amount represents:
 - \$4,200.00 for increased rent the Tenant has incurred for the one-year period after vacating the rental unit;
 - \$253.14 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.
 - \$3,000.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 14, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 14, 2026, the Landlord will owe interest. This will be simple interest calculated from February 15, 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.

February 3, 2026
Date Issued

Kyle McGraw
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.