



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

File Number: LTB-T-038528-23

In the matter of: 1707, 159 DUNDAS ST. EAST
TORONTO ON M5B0A9

Between: Setareh Abkar Esfahani Tenants
Ali Armon

And

Prakash Neupane Landlord

Setareh Abkar Esfahani and Ali Armon (the 'Tenants') applied for an order determining that Prakash Neupane (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on November 5, 2025.

Only the Tenant, Setareh Abkar Esfahani attended the hearing.

As of 9:32 a.m., 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' evidence.

Determinations:

1. For the reasons set out below, the Tenants established the allegations in the application on a balance of probabilities. Accordingly, the Landlord is ordered to compensate the Tenants in the amount of \$6,053.00, as explained below.
2. The Tenants moved into the rental unit on July 1, 2021.
3. The rental unit is a two-bedroom, two-bathroom condominium unit measuring approximately 600–699 square feet.
4. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the *Act*) requires a tenant to establish, on a balance of probabilities, that:
 - a) the landlord served a notice of termination under section 48 of the Act (Form N12);
 - b) the tenant vacated the rental unit as a result of the notice;

- c) no person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the tenant vacated; and
 - d) the landlord served the notice of termination in bad faith.
5. The Tenant, Setareh Abkar Esfahani, testified that on February 10, 2023, the Landlord served the Tenants with a Form N12 Notice of Termination ('N12 notice'), with a termination date of April 30, 2023.
6. The N12 notice stated that the Landlord's child intended to move into the rental unit and occupy it for a period of at least one year.
7. The Tenant testified that as a result of being served with the N12 notice, the Tenants vacated the rental unit on March 1, 2023.
8. The Tenant submitted documentary evidence showing that the rental unit was advertised for rent on March 24, 2023, through House Sigma. The evidence confirms that the unit was re-rented in April 2023 for a monthly rent of \$3,000.00.
9. Sections 57(5) and 57(6) of 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.
- And
- (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.
10. Based on the uncontested evidence of the Tenant, I am satisfied that the Landlord's child did not move into the rental unit within a reasonable time and re-rented the rental unit at a

higher amount than the Tenants were paying when they vacated. Therefore, I find that on a balance of probabilities the Landlord gave the N12 notice in bad faith.

11. The Tenants have met all of the requirements set out in subsection 57(1)(a) of the Act. They were served with an N12 notice, vacated the rental unit as a result of that notice, and the evidence establishes that the person identified in the notice did not occupy the unit and that the Landlord re-rented the unit at a higher rent within a short period after the Tenants vacated.

Remedies

12. The Tenant testified that at the time the Tenants vacated the rental unit, the monthly rent was \$2,200.00, plus hydro.
13. The Tenant submitted a copy of the lease agreement for her subsequent rental unit, which was entered into on February 16, 2023, with a commencement date of March 1, 2023, for a one-year term. The monthly rent for the new unit is \$2,700.00, plus hydro.
10. The Tenant stated that her new unit was smaller than the rental unit but that it was also a two-bedroom unit with two bathrooms. I find that the Tenants subsequent rental unit is comparable to the rental unit and therefore, I find that the Landlord must pay the Tenants \$6,000.00 for the increased rent that the Tenants have incurred for a one-year period after the Tenants moved out of the rental unit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$6,053.00. This amount represents:
 - \$6,000.00 for increased rent the Tenants have incurred for the one-year period from March 1, 2023 to February 29, 2024
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by February 23, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by February 23, 2026, the Landlord will owe interest. This will be simple interest calculated from February 24, 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.

February 12, 2026
Date Issued

Christina Philp
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.