



Order under Section 57 Residential Tenancies Act, 2006

Citation: Fatah v Everland Realty, 2026 ONLTB 14763

Date: 2026-02-19

File Number: LTB-T-060767-25

In the matter of: Unit# 422, 70 ROEHAMPTON AVE
TORONTO ON M4P1R2

Between: Sobhan Abdul Fatah Tenant
Fadwa Hachoumy

And

Xue Hua Landlord

Sobhan Abdul Fatah and Fadwa Hachoumy (the 'Tenant') applied for an order determining that Everland Realty and Xue Hua (the 'Landlord')

- gave a notice of termination in bad faith; and
- collected or retained money illegally

This application was heard by videoconference on February 10, 2026.

Only the Tenants attended the hearing.

The Landlord nor her Realtor were not present or represented at the hearing although properly served with Notice of this adjudicative case conference by the LTB. The Board's record shows staff emailed the Notice of the Adjudicative Case Conference on September 18, 2025 at 10:12 am to both the Landlord and her Agent, Daniel Liu (DL). The LTB sent the Notice to the same email addresses the Landlord provided to the Tenants, as listed on their tenancy agreement. There was no record of a request to adjourn the hearing. As a result, the adjudicative case conference proceeded to a hearing and I considered only the Tenants' evidence.

Everland Realty, is the Landlord's Realtor and is removed as a party as reflected on the style of cause of this order.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$14,098.14.

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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 Tenant proved all of the requirements in subsection 57(1)(a) of the Act because of the following:
4. The Tenants provided the N12 Notice of Termination dated May 14, 2025, with the termination date of June 30, 2025. I'm satisfied the Landlord gave the Tenant an N12 Notice.
5. The Tenants testified they vacated as a result of that notice of termination. I find the Tenants vacated as a result of the N12 Notice.
6. I find the Landlord advertised the unit for rent less than 2 months after the Tenants vacated the rental unit which would support a finding that the person who required the rental unit for personal residential occupation did not occupy the rental unit for at least one year.
7. The Tenants provided a copy of the MLS listing confirming the rental unit was advertised for rent from July 17, 2025. The MLS listing names the Landlord as the seller and DL as the Realtor on contract for the listing. The Landlord did not attend the hearing to explain her circumstances. Therefore I find the N12 Notice was given in bad faith given the events that followed only two months after the Tenants vacated. Since the rental unit was advertised for rent, I find there's a presumption that the N12 Notice was given to the Tenants in bad faith. Section 57(5) of the Act that states,

Presumption, notice under s. 48

(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. 2017, c. 13, s. 10.

Same

(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. 2017, c. 13, s. 10.
8. The old unit is exactly the same size and configuration as the Tenants' new unit according to the Tenant's testimony which I find likely given the Tenants new unit is located in the same residential complex. The Tenant's old rent was \$2,450.00 and new rent is \$3,175.00 as supported by both the tenancy agreement with the Landlord and the new tenancy

agreement with the new landlord. Therefore, I find that the Landlord must pay the Tenant \$8,700.00 (\$725.00 x 12 months) for the increased rent that the Tenant has incurred or will incur for a one-year period after the Tenants moved out of the rental unit.

9. The Tenant did not produce any invoices for reasonable out-of-pocket moving, storage and other like expenses that the Tenant incurred as a result of having to move out of the rental unit.
10. The Tenants indicated the Landlord's actions caused emotional harm having to find alternate accommodations, abrupt change in daily living and use of the rental unit, the inconvenience caused by the move and the uncertainty and limbo they found themselves in after receiving the N12 Notice. The Tenant seeks 12 months rent for general compensation, but I find it reasonable the Landlord must pay the Tenants \$4,900.00 for general compensation because of the following: I considered the N12 Notice was given on March 14, 2025, and the Tenants found alternate accommodations within the same building within two weeks, having given the Landlord a notice terminating the tenancy dated April 1, 2025. There wasn't a significant change to the Tenants community support, schools, etc. having to move within the same building. I do find however, the Landlord actions caused uncertainty and unnecessary stress to the Tenants particularly for two weeks after the Notice was given and they found their new unit. There was also substantial disruption with the use of the rental unit having to pack, unpack and move all their propriety from one unit to another the last two months of the tenancy. The Tenants also packed and moved themselves which took a lot of time and labour and caused unnecessarily stress and disruption to daily living. The Landlord's actions also caused unnecessary and considerable inconvenience to the Tenants having to take time off 5 days work to vacate.

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11. The Landlord paid the Tenant \$3,000.00 which was supported by a copy of a cheque dated July 10, 2025. This amount according to the Tenants represents one month compensation of \$2,450.00 the Landlord had to pay as a result the N12 Notice and \$550.00 which represented part of the last month rent deposit.
12. I'm satisfied the Tenant paid a last month rent deposit when the tenancy started on April 1, 2021, based on their testimony and copy of the tenancy agreement.
13. I find the tenancy terminated lawfully on May 18, 2025, even though the termination date on the Tenant's Notice was May 18, 2025, was not the last day of the rental period and less than 60 days notice to the Landlord. The Act permits a tenant to vacate earlier than the date of termination on the N12 Notice as long as the tenant gives the notice in writing and the termination date is at least 10 days from the date the Notice is given. In this case the Tenants gave the Landlord written notice on April 1, 2025, and vacated on May 18, 2025 which is more than 10 days required by the Act.
14. Since the tenancy terminated lawfully by Notice, the Landlord is not permitted to retain the balance of the last month rent deposit of \$450.14. I find the Landlord must pay the Tenant

\$450.14 which the Landlord has retained unlawfully. This amount is calculated as follows: \$2,450.00 - \$1,449.86 (\$80.55 per diem x 18 days - May 1 - 18, 2025) = \$1,000.14 less the amount the Landlord already returned to the Tenant of \$550.00 = \$450.14. I considered the Tenant's testimony that at the time the Tenant vacated they accepted to waive the balance of deposit held, but section 3 of the Act states that the Act prevails, despite any agreement or waiver to the contrary. Since the tenancy terminated lawfully on May 18, 2025, the Landlord cannot retain money for per diem rent for days on or after May 19, 2025, because the Tenant was not in possession of the rental unit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$14,098.14. This amount represents:
 - \$8,700.00 for increased rent the Tenant has and will incur for the one-year period from May 2025 to April 2026.
 - \$4,900.00 for general compensation.
 - \$450.14 balance of the last month rent deposit still held by the Landlord
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 2, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 2, 2026, the Landlord will owe interest. This will be simple interest calculated from March 3, 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 19, 2026
Date Issued

Sandra Macchione
Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.