



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

File Number: LTB-T-038815-25

In the matter of: 513 GRANDTRUNK AVE
KINGSTON ON K7M8P6

Between: Venus Haynes Tenant

And

Mike Benoit Landlord
Hope Benoit

Venus Haynes (the 'Tenant') applied for an order determining that Mike Benoit and Hope Benoit (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on February 9, 2026.

Only the Tenant attended the hearing.

As of 9:30 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 Tenant's evidence.

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 a total of \$13,973.00.

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 Tenant proved all of the requirements in subsection 57(1)(a). Based on the Tenant's uncontested evidence I find the Landlord served the Tenant with an N12 notice of termination for purpose of residential occupation by themselves pursuant to section 48 of the Act in bad faith, the Tenant vacated the rental unit as a result of the notice, and the Landlord never moved into the rental unit after the Tenant vacated.
4. The Tenant testified that the Landlord served the Tenant with an N12 notice in April 2024 and with the termination date on June 30, 2024. The Tenant vacated the rental unit on July 1, 2024, in response to the N12. The Tenant further testified that they discovered the rental unit had been advertised for sale in September 2024 and sold on October 10, 2024, within 3 months after vacating the rental unit. The Tenant submitted the listing for the rental unit with photographs as evidence during the hearing. The evidence demonstrates that the rental unit was put up for sale in September 2024, and at that time, most rooms appeared empty.
5. Based on the Tenants' uncontested evidence before the Board, I find that the rental unit was advertised for sale in February 2022, which is less than one year after the Tenants vacated. This gives rise to a presumption that the N12 notice was given in bad faith pursuant to subsection 57(5) of the Act. The Landlord did not attend the hearing to rebut the presumption of bad faith. Therefore, I find that the Landlord served the N12 notice in bad faith. I am also satisfied that it is more likely than not that the Landlord never occupied the rental unit after the Tenants vacated because advertising the unit for sale is inconsistent with residential occupation. Since the Tenants have proven all of the requirements set out in subsection 57(1)(a) of the Act, their application is granted.

Remedies:

6. The Tenants request the following remedies:
 - \$20,172.00 for a rent abatement.
 - \$7,368.00 for rent differential.
 - \$1,400.00 for their moving expenses.
7. The Landlord must pay a fine to the Board.

Abatement:

8. Although the Tenant is requesting an abatement of rent in the amount of \$20,172.00, I do not find that remedy to be warranted here. Abatement recognises the idea that a tenant is paying rent for a bundle of goods and services and if the tenant is not receiving everything being paid for then he or she is entitled to abatement proportional to the difference between what is being paid for and what is being received. At the hearing, the Tenant led no evidence that she was prevented from using a portion of the rental unit at any time before she moved out. For this reason, the Tenant is not entitled to an abatement of the rent.

Rent Differential:

9. The Tenant sought rent differential and submitted a new lease to establish the new rent. Based on the Tenant's uncontested evidence, I find that the rental unit and the Tenant's new unit are comparable.
10. The Tenant rented an upper-level unit in a house with three bedrooms and one bathroom, with shared laundry facilities with the basement unit. The monthly rent was \$1,681.00, including hydro and parking. The Tenant moved into the new rental unit on July 1, 2024. The new monthly rent is \$1,795.00, plus \$350.00 in utility costs. The new unit is a two-bedroom house and is smaller than the former rental unit. The monthly difference is \$464.00. The Tenant is entitled to rent differential for a twelve-month period, totalling \$5,568.00.

Moving Costs:

11. The Tenant also sought \$1,400.00 for moving costs and testified that \$1,400.00 was paid for moving services. However, the Tenant did not provide invoices or receipts to substantiate this expense. In the absence of supporting documentation, I am not satisfied that this cost has been proven as reasonable and incurred. This request is denied.

General Compensation

12. The Board's authority to order general compensation is set out in subsection 57(3) of the Act, which permits an award up to the equivalent of twelve months of the last rent charged.
13. The Tenant occupied the rental unit from September 2019 to July 1, 2024, for approximately five years, and testified that the tenancy ended because of the N12. The Tenant testified that the N12 and the resulting move caused significant disruption to the Tenant and the Tenant's family, including the need to move more than once, the Tenant's child changing schools, and additional stress and expense associated with the relocation. The Tenant also testified about difficulties experienced during the period leading up to vacating, including a high-risk pregnancy. I accept that the Landlord's conduct led to substantial disruption for the Tenant and the Tenant's family. In all of the circumstances, I find that general compensation equivalent to 5 months of rent is appropriate. Using the last rent of \$1,681.00, the general compensation award is \$8,405.00

Administrative Fine

14. The Board's Interpretation Guideline 16: Administrative Fines suggests that the purpose of a fine is to encourage compliance with the Act and to deter Landlords from engaging in similar activities in the future. It goes on to say, "this remedy is most appropriate in cases where the Landlords have shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance."
15. I find that the actions of the Landlord in this case do demonstrate a blatant disregard for the Act. However, I find that the remedies already awarded should provide adequate deterrence from engaging in similar acts. As such, no fine shall be ordered.
16. This order contains all of the reasons intended to be given, no further reasons shall issue

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$13,973.00. This amount represents:
 - \$5,568.00 for increased rent the Tenant has incurred for the one-year period from July 1, 2024, to July 1, 2025.
 - \$8,405.00 for general compensation.
2. The Landlord shall pay the Tenant the full amount owing by March 1, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 1, 2026, the Landlord will owe interest. This will be simple interest calculated from March 2, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has/have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 18, 2026
Date Issued

Joy Xiao
Member, 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.