



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

File Number: LTB-T-052714-25

In the matter of: 27 MARALIM RD
RICHMOND HILL ON L4C2K6

Between: Andrew D'Cruze Tenant
Patricaia D'Cruze

And

Behzad Rabie Landlord

Andrew D'Cruze and Patricaia D'Cruze (the 'Tenant') applied for an order determining that Behzad Rabie (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on February 5, 2026.

Only the two named Tenants attended the hearing.

As of 9:22am, 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 \$25,269.72.
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).

4. The Tenant Andrew D'Cruze testified that they moved into the rental unit on July 1, 2001, and vacated on June 30, 2024, because they were served with an N12 Notice of Termination indicating that the Landlord intended to occupy the rental unit. The Tenant testified that a hearing was held on the N12 in LTB-L-024370-23 and the tenancy was terminated effective June 30, 2024.
5. The Tenant testified that the Landlord did not move into the rental unit. He testified that he secured a new unit which was also in Richmond Hill, and he kept an eye on the property and never observed the Landlord at the unit. He testified that the rental unit was under renovations during July and August 2024.
6. On January 12, 2025, the Tenant attended the rental unit and found a person named Ali there who claimed to be a cousin of the Landlord. The Tenant asked if there was any mail at the unit for him and was handed a stack of letters addressed to him. The Tenant also testified that there were letters addressed to the Landlord in this stack.
7. The Tenant testified that he attended the rental unit again on May 17, 2025, and discovered a different person named Nima residing there. He once again asked for his mail and was provided with several letters addressed both to himself and his Landlord.
8. The Tenant testified that the fact that he was handed mail for his Landlord demonstrates that the Landlord was not residing in the rental unit as his mail was not being collected, and demonstrated that the two persons did not know the Landlord, and were not guests of the Landlord as they did not recognise his mail.

Analysis

9. I am satisfied that the Tenant proved all/some of the requirements in subsection 57(1)(a). It is clear that the Tenant was served with an N12 Notice of Termination and vacated the rental unit as a result. Based on the Tenant's uncontested evidence I am also prepared to accept that the Landlord did not move into the rental unit within a reasonable time after the Landlord vacated. While the Tenant did not have demonstrative proof that the Landlord never occupied the rental unit or that the presumption of bad faith in Section 57(5) applies, I am prepared to infer from the Tenant's uncontested testimony that the Landlord did not occupy the rental unit.
10. The Tenant visited the rental unit twice during the year after they vacated and both times discovered the unit occupied by someone who was not the Landlord. I note that this alone does not demonstrate that the Landlord did not move in as the rental unit is a three bedroom and others may have occupied the rental unit with the Landlord, or these persons could have been guests of the Landlord. However, the Tenant also testified that he was handed a stack of his mail, which included letters addressed to the Landlord. This suggests to me that the Landlord is not residing in the rental unit, as he is not receiving and opening his mail, and is that the persons occupying the rental unit do not know the Landlord, otherwise I find it unlikely they would offer his mail to the Tenant.
11. Therefore, based on the Tenant's testimony that he visited the rental unit twice and found it occupied by persons who were not the Landlord, never observed the Landlord on the property despite residing nearby, and was handed the Landlord's mail when he attended I am prepared to infer that the Landlord did not occupy the rental unit. Therefore, I am

satisfied that the Landlord did not occupy the rental unit and the N12 was served in bad faith.

Remedies

12. The Tenant testified that they paid \$1124.00 per month for the rental unit and moved into a comparable unit at a cost of \$3300 after vacating the rental unit. Considering that the tenancy began in 2001, this disparity seems reasonable. I also accept that while the new unit is marginally larger, it was the most reasonable comparable unit the Tenant could find. Therefore, I find that the Landlord must pay the Tenant \$24,912.00 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.
13. The Tenant also sought moving and storage expenses of \$309.72. They testified that this was the cost of renting a truck for the move, which was approximately 10 kilometres. While the Tenant has not provided receipts or invoices, I am prepared to accept that \$309.72 is a reasonable cost to incur to move four persons from a unit which was occupied for approximately 24 years and accept the Tenants testimony with respect to these costs. Therefore, I find that the Landlord must pay the Tenant \$309.72 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.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$25,269.72. This amount represents:
 - \$24,912.00 for increased rent the Tenant has for the one-year period from July 1 2024 to June 30, 2025.
 - \$309.72 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.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 7, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 7, 2026, the Landlord will owe interest. This will be simple interest calculated from March 8, 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 24, 2026
Date Issued

Reid Jackson
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.