



Order under Section 57 Residential Tenancies Act, 2006

Citation: Johnson v Slark and Bailey Property Management, 2026 ONLTB 16375

Date: 2026-02-24

File Number: LTB-T-042894-25

In the matter of: 2302 Stone Glen Crescent
Oakville ON L6M0C8

Between: Julian Johnson Tenants
Megan Johnson

And

Slark and Bailey Property Management Landlord
Ankur Handoo

Julian Johnson and Megan Johnson (the 'Tenants') applied for an order determining that Slark and Bailey Property Management and Ankur Handoo (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on January 14, 2026.

The Tenants, the Landlords' Legal Representative, Michelle Mont, Jane Slark-Perez, Slark and Bailey Property Management and the Landlord, Ankur Handoo attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants \$13,048.00 which includes a rent differential in the amount of \$12,000.00, moving expense in the amount of \$1,000.00 and the filing fee of \$48.00.
2. The residential unit is a single family dwelling located at 2302 Stone Glen Crescent, Oakville, Ontario.
3. The Tenants commenced their tenancy in July of 2016 and vacated the rental unit on July 31, 2024. This application alleges that the Landlord served the N12 notice of termination in bad faith.

4. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below.

Evidence of the Tenant, Julian Johnson (JJ)

5. JJ testified that she and her husband moved into the rental unit in 2016 and loved living in that neighbourhood. Oakville is where they both work and their families are close by.
6. JJ stated that they had some issues with the Landlords failing to address some maintenance at the house so she was pleased that the Landlord would be attending for a site visit in the summer of 2023. The Tenants provided the Landlord with a small list of items that required maintenance.
7. JJ stated that they received their first N12 notice of termination from the Landlord in September of 2023. The Landlord stated that their parents urgently needed to move into the rental unit. The Tenant stated that at the time, she was 7 months pregnant and they had a 7-year-old daughter so they decided to stay at the rental unit until the matter was heard at the LTB.
8. JJ stated that in October of 2023, the Landlord told them that they would be filing the L2 application on November 1, 2023 with the LTB and that they would be notified of the court date. The Landlord also made a point of telling them this information would be posted publicly on Canlii and would be reported to the credit bureaus and Front Lobby. The Tenant stated that she felt that the Landlord was trying to intimidate them.
9. The Tenant stated that they continued to reside in the rental unit and while awaiting a notice of hearing, they searched for other suitable homes but were not able to find something within their means. As the prices in Oakville were beyond their means, they started looking at houses in Barrie.
10. JJ stated that in February of 2024, they received a second N12 notice which was a surprise as they were still waiting for a hearing notice from the first N12. This N12 notice had a termination date of April 30, 2024 and noted that the Landlord's parent would be moving into the rental unit.
11. As the Tenants had continued to search for alternate accommodations, they were in the process of finalizing a move to Barrie. Previously, they had been driving to Barrie weekly to find another house to rent and then decided that they would buy a house in Barrie. The Tenants purchased their home in Barrie on July 2, 2024 and advised the Landlord that they would be vacating the rental unit on July 31, 2024.
12. JJ stated that she kept in touch with her neighbours as they had become close friends after residing there for so many years. JJ's neighbours told her that no one had moved into the rental unit but there had been a great deal of renovations done at the unit between August of 2024 and December of 2024.

13. JJ stated that in January of 2025, a young woman moved into the rental house and that a number of other people were also living in the unit as a rooming house. JJ's neighbour spoke with the young woman who confirmed that each bedroom is rented out separately and that all of the tenants are young.
14. JJ believes that the Landlord's parents never moved into the rental unit as required under the N12 notice and JJ would have loved to remain in Oakville where her friends, family and employment are located.
15. The Tenant is seeking a rent differential of \$26,400.00 as her previous rent was \$2,000.00 per month and the mortgage at the new house is \$4,200.00 per month. The rental unit was a 4-bedroom, 3 bathroom house and the house that they purchased in Barrie is a 4-bedroom, 1 bathroom house.
16. As the Tenants work in Oakville, they are required to travel to their jobs 3 days per week. Each round trip is 250 km and they are seeking mileage expenses. No specific amount was stated by the Tenants and they did not provide receipts.
17. The Tenants are also seeking moving expenses of \$4,000.00.

Evidence of the Landlord, Ankur Handoo (AH)

18. AH testified that he had a genuine intention to move his parents in the house when he served the N12 notice. He stated that his parents lived with him and he wanted to provide them with a place of their own.
19. AH stated that in August of 2024, he had to complete the renovations that the Tenants would not allow to be done previously due to the fact that they had a 6-day old baby.
20. He stated that his mother suffers from Parkinson's disease and that she seemed fine on February 28, 2024 when he served the second N12 notice to the Tenants. But he stated that his mother fainted on October 2, 2024 and fell and was put on additional medication. She was also given a CT of her head due to the fall. He stated that on November 22, 2024, his mother fell again and was diagnosed with depression. The Landlord provided copies of his mother's visits to the hospital and copies of increased medications.
21. AH stated that his mother's condition continued to get worse and on January 6, 2025, she was depressed, she had low confidence and she fell again. His mother's doctor required that she have a PSW worker attend to her needs twice a week.
22. Based on the worsening of his mother's condition, AS felt that his mother could not move into the rental house with his father. AH stated that his mother and father moving into the rental house was no longer possible which is why he moved other tenants into the house in January of 2025. AH stated that his parents were not medically able to move into the rental house with his mother's progression of Parkinson's disease.
23. In cross-examination, the Tenant asked the Landlord if he had any documentation from his mother's doctor to support that she is unable to move into the home with her husband.

The Landlord replied that he had already provided a large amount of medical documentation that showed how sick she is.

24. In cross-examination, the Tenant asked the Landlord what date the decision was made to not move his parents into the rental home. The Landlord responded that he made that decision near the end of October of 2024.
25. The Landlord stated that he still wanted his parents to move in and enjoy a place of their own but his mother was medically not able to live on her own.

Analysis

26. The Tenant's evidence was straight-forward and she provided specific dates setting out the timeline of events after she was served with the N12 termination notice. The Tenant was very frustrated and upset that she and her family were forced to move out of their home and out of Oakville where they wanted to continue residing.
27. The Tenant made it clear that she and her family would have stayed in Oakville if they were not given the N12 notice and that the only reason that they purchased a home in Barrie was due to the house prices in Oakville.
28. The Landlord did not challenge any of the Tenant's testimony after they moved out of the house. The Landlord agreed that his parents did not move into the rental unit and he based that decision on his opinion that his mother's diagnosis made her not capable of living in the rental unit with her husband.
29. 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.
30. The first, second and third criteria have been met as the Landlord served an N12 notice on the Tenant, the Tenant vacated the rental unit as a result of the N12 notice of termination, and no family member moved into the rental unit. The Landlord agreed that his parents did not live in the unit, and that ultimately other tenants moved into the rental unit. The dispute is whether or not the Landlord gave the N12 notice of termination in bad faith.
31. For the first test of "bad faith" under subsection 57(5) of the Act it is presumed, unless the contrary is proven on a balance of probabilities, that the Landlord gave a "bad faith" notice, if at any time during the period from the date of the notice to one year after the Tenant vacated the unit, that the Landlord:

1. advertises the rental unit for rent;
 2. enters into a tenancy agreement in respect of the rental unit with someone other than the former tenant;
 3. advertises the rental unit, or the building that contains the rental unit, for sale;
 4. demolishes the rental unit or the building containing the rental unit; or
 5. takes any step to convert the rental unit, or the building containing the rental unit, to use for a purpose other than residential premises.
32. Not only did the Landlord fail to move his parents into the rental unit within a reasonable time, but the Landlord entered into a tenancy agreement in respect of the rental unit with someone other than the former tenant. The Landlord breached subsection 57(5) 1, and 2 within 6 months of the Tenants vacating the rental unit.
33. The Landlord was represented by a Legal Representative. The information provided by the Landlord in his testimony and in his documentation does not satisfy me that the Landlord has shifted the presumptive bad faith set out in subsection 57(5) of the Act.
34. In Elkins v. Van Wissen, 2023 ONCA 789, the Court of Appeal found that in light of the tenant protection focus of the Act, the LTB must consider all the evidence before it that is relevant to the landlord's bad faith. It found that a decision maker must consider the party's conduct prior to, at the time of, and subsequent to the giving of the N12. It would be an error of law if I failed to consider the whole situation and assess the evidence at each stage.
35. When I review the Landlord's conduct in 2023 when he served the Tenants with an N12 setting out that his parents were going to be moving in, I noted that he did not file an application with the Board to terminate their tenancy and instead did nothing. The Landlord knew that the Tenants were looking for other accommodations as they were told that the Landlord's parents required the rental unit. I question whether there was ever an intention for the Landlord's parents to move in at that time.
36. When the Tenants were served with this N12 on February 28, 2024, they were shocked as they had been waiting for a notice of hearing regarding the first N12 notice.
37. When I review the Landlord's conduct prior to issuing this N12, at the time of and subsequent to the giving of the N12, I find the Landlord's actions seem to just repeat the Landlord's actions taken in September 1, 2023 when they served the first N12. The Landlord told the Tenants that his parents required the rental unit and that they had to find alternate accommodations.
38. The Tenants vacated the property on July 31, 2024 and the Landlords performed some renovations but made no efforts to move their parents into the rental unit. The Landlord provided no medical note or documentation to support his assertion that his mother's medical diagnosis prevented her from moving into the rental unit with her husband. It is of course unfortunate that the Landlord's mother's health is not good but I would require a qualified opinion from a family doctor setting out the reasons why the Landlord's mother could not reside in a house with her husband.

39. The Landlord did not provide me with any testimony or documentation to satisfy me that the Landlord has shifted the presumptive bad faith set out in section 57(5) of the Act.
40. As such, I find that the Landlord served the N12 notice of termination in bad faith. A landlord's good faith is required along the whole continuum of the process and as mentioned earlier, I believe the Landlord's actions were self-serving and contrary to the Act. I note that the Landlord's renovations done to the rental unit include increasing the unit's ability to house more people therefore increasing the rental profit of the house. These renovations were apparently commenced in August of 2024 and continued through December of 2024 which confirms to me that the Landlord had no intention of moving in his parents.
41. Having made this finding, I find that the Tenants are successful with their T5 application.

Remedies

45. The next issue before me is the quantum of remedies to award the Tenants. The remedies that the Tenants are requesting in the application include a rent differential for a one-year period, moving expenses, travel expenses and the application fee.
46. With respect to the rent differential, the Tenants' monthly rent increased from \$2,000.00 per month to \$4,200.00 per month for their mortgage in Barrie. The only real difference with these houses included that the rental house had 4 bedrooms, 3 baths and their new house includes 4 bedrooms and 1 bath. The Tenant did not provide a copy of her mortgage documentation which would have confirmed those numbers but I am satisfied that the Tenant incurred a moderate increase in housing expenses. Based on the rental market today, I am satisfied that the Tenant's housing payments would increase by \$1,000.00 per month and will award same for 12 months.
47. The Tenants requested \$4,000.00 for moving expenses but again did not provide any invoices or documentation to support this request. Moving costs can have a different range based on what services were included in the package. I will assess \$1,000.00 for the moving expense and award same.
48. The Tenants requested damages for transportation due to the fact that they had to move to Barrie to be able to afford the house prices. As the Tenants both work in Oakville, they stated that they had to travel together 3 times a week to work in Oakville estimating that the trip is a 250 km round trip. The Tenants did not provide any estimates, or receipts or any calculations that I could consider and as such, I am not granting that remedy.
49. The Tenants incurred a cost of \$48.00 to file this application and they are entitled to recover that cost.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$13,048.00. This amount represents:

- \$12,000.00 for rent differential;
 - \$1,000.00 for moving costs; and
 - \$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.

February 24, 2026
Date Issued

Carrie Bertrand
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.