



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

File Number: LTB-T-038198-25

In the matter of: 667 WICKENS AVE
BURLINGTON ON L7T3T1

Between: Melissa Stamp Tenant
Jacques Schlehmeyer

And

Samina Asraf Landlord

Melissa Stamp and Jacques Schlehmeyer (the 'Tenant') applied for an order determining that Samina Asraf (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on February 4, 2026.

The Landlord, Landlord's legal representative Andrew McMaster, and the Tenant Jacques Schlehmeyer attended the hearing.

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 \$7,548.00.

Agreed Facts

2. The parties agreed on the following facts prior to the hearing commencing:
 - On July 27, 2024, the Landlord informed the Tenant that they wanted to move into the rental unit;
 - On July 30, 2024, the Landlord served the Tenant an N12 Notice by email for their own use;
 - The Landlord did not move into the rental unit and listed it for sale on November 7, 2024.
 - On February 25, 2025, after the property did not sell, the Landlord listed the rental unit for rent; and
 - The rental unit was rented to a new tenant on April 1, 2025.

Testimony of Jacques Schlehmeyer

3. The Tenant testified that the tenancy commenced in September 2022. On July 19, 2024, the Landlord requested access to inspect the rental unit and attended with a realtor.
4. On July 27, 2024, the Landlord informed the Tenant that they intended to move into the unit. The Landlord subsequently served the Tenant with an N12 Notice on July 30, 2024 with a termination date of September 20, 2024. After receiving the notice, the Tenant asked to remain in the unit until October 5, 2024, and the Landlord agreed.
5. The Tenant submitted that they were unable to locate any affordable housing in Ontario that could accommodate their needs, including housing suitable for their three dogs. After being served with the N12 Notice, the Tenant contacted a realtor in Alberta and purchased a three-bedroom bungalow in a small Alberta town on August 24, 2024. The Tenant vacated the rental unit in October 2024.
6. The Tenant further testified that he left a well-paying job to relocate to another province, and that the move resulted in family members beginning therapy. At the time the Tenant vacated, the monthly rent was \$2,500.00. The Tenant seeks compensation of \$30,000.00, representing 12 months' rent. The Tenant submitted no documentary evidence supporting compensable losses pursuant to s. 57(3)1.1 of the Act, non-pecuniary losses pursuant to s.57(3)4 of the Act, or out of pocket therapy costs pursuant to s.57(3)1.2 of the Act.
7. In cross-examination, the Tenant was asked whether he had ever expressed to the Landlord an interest in moving to Alberta. The Tenant acknowledged that he had always hoped to move there at some point, if the opportunity arose, but had not looked for properties in Alberta before receiving the N12 Notice.
8. The Tenant was shown a document from "honestdoor.com" listing the purchase date of the Alberta property as August 6, 2024, suggesting that the date of purchase occurred only one week after receiving the N12 Notice. The Tenant testified that this date is inaccurate and that the actual purchase occurred on August 24, 2024.
9. The Tenant was asked whether he had any documentation demonstrating efforts to find alternate accommodation in Ontario. He testified that he searched for "about a month" before deciding to look in Alberta instead. The Tenant later revised his estimate to "two weeks" before he started looking in Alberta instead of Ontario. No documents were submitted to support the Tenant's efforts in seeking accommodations in Ontario.

Testimony of Samina Asraf

10. The Landlord testified that she previously lived in the upstairs portion of the house while the Tenant occupied the basement unit. In April 2023, the Landlord moved out, and the Tenant relocated to the rental unit. New tenants subsequently moved into the basement and the Landlord moved in with her brother in Markham, Ontario.

11. The Landlord does not dispute that they did not occupy the rental unit after the Tenant vacated. The Landlord testified that she always intended to move back into the rental unit but understood that renovations were required first. When she approached the bank regarding rising interest rates, she was informed that there was no remaining equity in the property. With the basement tenants also preparing to leave, she felt pressure to avoid losing the property and therefore decided to list it for sale rather than renovate and move in herself.
12. The Landlord disputed the Tenant's evidence of the impact giving the notice of termination had on the Tenant and his family. The Landlord testified that she believed the Tenant had always intended to move to Alberta, as they expressed this desire from the time he moved in. The Landlord stated that when she learned the Tenant had relocated to another province, she was happy for him, which she confirmed in a text message entered into evidence that was sent on October 7, 2024.

Analysis

13. 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.
14. The Landlord does not dispute that she served the N12 Notice or that she ultimately did not move into the rental unit. The Tenant testified that he had contemplated moving to Alberta at some point in the future if the opportunity arose. While that opportunity eventually materialized, the evidence shows that he did not begin exploring properties in Alberta until after being served with the N12 Notice. On this basis, I find that the Tenant vacated the rental unit because of the N12 Notice, and the plan to move to Alberta formalized subsequently. I find the Tenant's evidence credible regarding their desire to remain in the rental unit, and only vacating due to receipt of the N12 Notice.
15. Section 57(5) of the Act states:

57(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.

16. The Landlord acknowledged at the hearing that her actions were improper and that she does not necessarily dispute a finding of bad faith. The presumption of bad faith clearly arises pursuant to section 57(5) of the Act, as the Landlord both listed the rental unit for sale and advertised it for rent within one year of serving the N12 Notice.
17. I find that the Landlord has not rebutted this presumption. The evidence establishes that the Landlord knew, or ought to have known, that she could not move into the unit herself. The Landlord provided no evidence of having conducted any due diligence regarding her financial situation before serving the N12 Notice. Moreover, the Landlord's circumstances did not change in any material way from before the notice was issued to after it was issued. As a result, the Tenant proved all of the requirements in subsection 57(1)(a).

Remedies

18. The Tenant only seeks general compensation as a remedy in this application. Section 57(3)(1.1) of the Act states:

57(3) The orders referred to in subsection (1) are the following:

1.1 An order that the landlord pay a specified sum to the former tenant as general compensation in an amount not exceeding the equivalent of 12 months of the last rent charged to the former tenant. An order under this paragraph may be made regardless of whether the former tenant has incurred any actual expenses or whether an order is made under paragraph 2.

19. The Act does not provide specific guidance on how the Board should determine the amount of general compensation to award. General compensation is intended to address the non-pecuniary impacts associated with the loss of a tenant's home, which is a significant hardship. In *Conde-Jahnel v. Tatone* (unreported LTB-T-009158-23), the Board awarded general compensation equivalent to 5.2 months' rent for a bad-faith eviction. In that case, it was a particularly hard move for the tenant. Despite the hard move, the Board found that the circumstances were not outside what would ordinarily be expected when a household is required to relocate after receiving an N12 Notice.
20. The Landlord's closing submissions focused largely on the Tenant's decision to move to Alberta and whether that decision was reasonable. The fact that the Tenant ultimately purchased a property in another province does not affect my determination of the appropriate quantum of general compensation.
21. The Tenant seeks \$30,000.00 in general compensation. The Tenant provided no documentary evidence demonstrating attempts to secure rental or purchased accommodation in Ontario. I do not find it appropriate to increase compensation based on the Tenant's move to Alberta. Further, aside from oral testimony, there was no evidence

establishing that the Tenant faced an exceptionally burdensome or unusual hardship beyond what typically arises from being required to move. As a result, I find the Tenant's move to be ordinary in nature.

22. In *Murray v. Morra*, 2025 ONLTB 76642 (CanLII), the Board adopted the principles set out in *Conde-Jahnel* and awarded five months' rent in general compensation in response to a landlord's bad-faith conduct and an otherwise ordinary situation involving the tenant's move-out after receiving an N12 notice.

23. In light of the evidence before me, I find it appropriate to award the Tenant general compensation equal to three months' rent. Other than brief oral evidence from the Tenant, there is no evidence that the Tenants' circumstances were beyond an ordinary move-out after receiving a notice of termination. This award is consistent with the range found in the jurisprudence for similar cases involving a finding of bad faith and circumstances that do not extend beyond the ordinary impacts associated with a forced move.

24. Therefore, I find that the Landlord must pay the Tenant \$7,500.00 for general compensation.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$7,548.00. This amount represents:
 - \$7,500.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 9, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 9, 2026, the Landlord will owe interest. This will be simple interest calculated from March 10, 2026 at 4.00% annually on the balance outstanding.

February 26, 2026
Date Issued

Brett Lockwood
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.