



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

File Number: LTB-T-018978-24

In the matter of: 1371, 209 FORT YORK BLVD
TORONTO ON M5V4A1

Between: Kathryn Davis Tenant

And

Siyamak Shahbazi Landlord

Kathryn Davis (the 'Tenant') applied for an order determining that Siyamak Shahbazi (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on December 18, 2025 and February 24, 2026.

The Tenant, the Tenant's legal representative, R.A. Smith, the Landlord and the Landlord's legal representative, D. English, attended the hearing on December 18, 2025. The Tenant, the Tenant's legal representative, R.A. Smith, the Landlord and the Landlord's legal representative, T. O'Brien, attended the hearing on February 24, 2026.

Determinations:

Preliminary Issue: Refusing to Hear Viva Voce Evidence From a Potential Witness

1. At the December 18, 2025 hearing, the Landlord's legal representative asked to call an observer in the hearing room, Sina Saghaei, as a witness. Because the proposed witness had not been sequestered from the hearing, I did not permit the person to give viva voce testimony in the proceeding. The potential witness observed the proceeding, and their testimony could accordingly be compromised. I did, however, permit the Landlord to introduce Sina Saghaei's written declaration, which the Landlord disclosed to the Tenant before the hearing and in accordance with the Board's Rules of Procedure. I repeated at the February 24, 2026 hearing my ruling with respect to Sina Saghaei and did not permit the person to give viva voce evidence at the proceeding.

The Tenant's Application

2. The Tenant proved on a balance of probabilities, pursuant to subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act'), that the Landlord gave a notice of termination in bad faith. No person referred to in the notice of termination occupied and used the rental unit for residential purposes after the Tenant vacated the rental unit on or about October 15, 2023.
3. There is no dispute the Landlord gave the Tenant a notice of termination under subsection 48(1) of the Act to end the tenancy effective October 14, 2023. The notice of termination states the Landlord requires vacant possession of the rental unit for his own residential use. There is also no dispute the Tenant vacated the rental unit on October 15, 2023 because of the notice of termination.
4. At the hearing, the Tenant introduced evidence to support her belief that no person resided in the rental unit for the one-year period after she vacated. The Tenant testified she moved to the residential complex beside the rental unit, had a clear view of the rental unit, and was therefore able to monitor it after October 15, 2023. The Tenant introduced photographs of the rental unit that supported testimony that there was no activity in the rental unit consistent with residential use after October 15, 2023. Photographs showed, for example, an empty living room with items the Tenant left behind untouched and in the same position up to 10 months after the Tenant vacated. Also, in response to the Landlord's evidence of utilities costs for the one-year period after the Tenant vacated, the Tenant submitted that the monthly amounts charged were not consistent with full-time residential occupation.
5. The Landlord testified that he moved-in to the rental unit on October 16, 2023 and occupied a "small bedroom", which was not the primary bedroom. The Landlord explained that he and his spouse were unable to occupy the entire rental unit because of two separate events that caused water damage to the en suite bathroom, and later the living room, in the one-year period after the Tenant vacated. The Landlord testified that his spouse did not occupy the rental unit because of allergies to construction dust. In support of his testimony, the Landlord submitted a December 9, 2025 declaration from Sina Saghaei. The declarant declares they "visited Mr. Shahbazi on the evenings of December 23, 2023 and May 23, 2024 at his residence". The Landlord also submitted a December 11, 2024 email message from realtor Angelo Sol stating that "I visited Siyamak Shahbazi in March 2024 in his condo at the address above and he was in the process of repairing the flooring in the living room." The Landlord introduced other email messages to support testimony that the Landlord was aware of and addressed maintenance issues at the rental unit after the Tenant vacated the property.
6. When the Landlord's legal representative asked the Landlord to explain the seemingly low monthly utilities charges, particularly in the winter, the Landlord testified that he consumed electricity to power only the rental unit's refrigerator and a personal computer. The Landlord explained he did not require additional heat in winter because his place of origin has a cold climate.
7. I find the Landlord's testimony is not credible and that the documents the Landlord introduced lack probative value.

8. The Landlord did not dispute the Tenant's evidence that the Landlord did not move items the Tenant left in the rental unit's living room or place the Landlord's own items in the living room. I find the Landlord's explanation for leaving the items untouched and the living room empty because of repair work is not credible. The Landlord's evidence shows that work to repair water damage in the living room did not begin until May 2024, seven months after the Landlord asserts he took possession of the rental unit in October 2023. The Landlord's explanation for maintaining an empty living room and leaving items untouched for that long period is, in the circumstances, not reliable.
9. I agree with the Tenant's submission that the Landlord's evidence of utilities charges is not consistent with a person's residential use of the property. The Landlord's explanation that he did not require heat in the winter of 2023-24 because he is acclimated to cold temperatures lacks an air of reality.
10. The documentary evidence the Landlord introduced during the proceedings is not persuasive. Only one letter from Sultan Syed, dated July 29, 2024, claims the Landlord and his spouse "both reside in unit 1371-209 Fort York Blvd". Other letters, that claim the author's knowledge or belief that the Landlord was repairing the rental unit, do not address whether the Landlord resided at the property.
11. I note from the Landlord's own testimony that the July 29, 2024 letter is incorrect: the Landlord's spouse did not reside at the rental unit because of allergies to construction dust and because she was traveling between the Greater Toronto Area and The Netherlands to visit family. Even if, however, the error is negligible, the July 29, 2024 letter does not explain how and why the author believes the Landlord and his spouse reside in the rental unit, and the Landlord did not call the author as a witness to give that and other relevant information. The author's expressed belief or opinion accordingly has no evidentiary value.
12. The Landlord did not have a photograph, or any other thing, to support testimony that he resided in a "small bedroom" in the rental unit. Having found the Landlord is not a credible witness, his testimony on this material issue is not reliable and I reject his assertion that he resided at the rental unit for one year after the Tenant moved. I instead prefer the Tenant's evidence and find, on a balance of probabilities, that the Landlord did not occupy the rental unit after the Tenant vacated and gave the Tenant the notice of termination in bad faith, pursuant to subsection 57(1)(a) of the Act.

Remedies

13. Having proven the Landlord gave a notice of termination in bad faith, the Tenant is entitled to a remedy under subsection 57(3) of the Act.
14. The Landlord shall pay the Tenant **\$180.33** under subsection 57(3)1.2 of the Act. The Tenant introduced reliable evidence of out-of-pocket costs related to moving to a new accommodation. The Tenant paid: \$2.37 to reserve the service elevator at the residential complex containing the rental unit; \$73.43 to rent a U-Haul vehicle; and \$104.53 to Canada Post to forward mail to the Tenant's new accommodation for one year. The Tenant did not introduce reliable evidence of the cost to hire movers.

15. The Tenant requested an order for general compensation under subsection 57(3)1.1 of the Act. The Tenant described personal and family stress because of the notice of termination. The Tenant testified that her mother was experiencing serious health problems at the time and that preparing to move to a new accommodation interfered with the Tenant's ability to attend to and care for her family member. Although the Tenant was able to find new accommodation in the same neighbourhood, the new rental unit is smaller. The Tenant explained that the reduced floor space requires her to rent a storage locker with additional insurance costs, and to hold private dance lessons at another location.
16. I accept the Tenant's evidence of personal and household stress after receiving the Landlord's bad faith notice of termination. But for the notice, the Tenant would not have had to incur the cost in both time and money to vacate the rental unit and find new accommodation. The Landlord was not, however, aware of the Tenant's mother's health status at the time, and this is therefore not an aggravating factor when considering how to exercise my discretion and order a remedy against the Landlord. I also find that the Tenant's decision to move to a smaller residential unit that cannot accommodate the Tenant's personal property or job as a dance instructor is too remote from the Landlord's notice of termination to attract compensation for storage and insurance costs or costs related to holding lessons outside the Tenant's home.
17. I agree with the Landlord's legal representative T. O'Brien that the Tenant did not adequately explain their request for an order requiring the Landlord to pay \$5,000.00 in general compensation under subsection 57(3)1.1 of the Act. For the reasons below, I find it is appropriate to order the Landlord to pay the Tenant **\$2,000.00** as general compensation.
18. In *Mejia v. Cargini*, 2007 CanLII 2801 (Div. Ct.), the Divisional Court awarded the tenant \$4,000.00 – or approximately \$6,000.00 today according to the Bank of Canada's inflation calculator¹ – because the landlord's associates assaulted the tenant. Although the Landlord in this case did not commit a criminal act, I am satisfied the Tenant's testimony describes a non-pecuniary loss that is compensable under subsection 57(3)1.1 of the Act. The Landlord's legal representative did not introduce legal authority to support his submission that general compensation is only payable in unusual or extreme cases, and nothing in the language of subsection 57(3)1.1 of the Act supports the representative's position.
19. I find here that the Tenant's evidence of stress for two months after receiving the notice of termination, and the inconvenience of finding new accommodation, less impactful than the assault that took place in *Mejia*. An order requiring the Landlord to pay the Tenant \$2,000.00 reflects this. In arriving at the amount, I considered the Tenant's two-month experience, which caused the Tenant to move to the adjacent residential complex. I note that the Tenant did not introduce evidence that she was unable to use the rental unit for all usual purposes after receiving the notice of termination.
20. The Tenant did not request an order requiring the Landlord to pay an administrative fine and the parties did not raise the subject during the proceedings. In the circumstances, I find it is not appropriate to order an administrative fine against the Landlord.

¹ <https://www.bankofcanada.ca/rates/related/inflation-calculator/>

21. Having substantially succeeded with the application, the Tenant is entitled to her **\$48.00** cost to file the application, pursuant to Rule 23.1.

22. All the reasons for this order are contained herein, and no further reasons will be given.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,228.33. This amount represents:
 - \$2,000.00 for general compensation;
 - \$180.33 for out-of-pocket costs; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 23, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 23, 2026, the Landlord will owe interest. This will be simple interest calculated from March 24, 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.

March 12, 2026
Date Issued

Harry Cho
Vice Chair, 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.