



Order under Section 57 Residential Tenancies Act, 2006

Citation: Lang v Tao, 2026 ONLTB 19220

Date: 2026-03-06

File Number: LTB-T-086560-24

In the matter of: 45 HILL DR
AURORA ON L4G3A7

Between: Sabrina Lang Tenant

And

Zhiying Tao Landlord
Lei Yang

Sabrina Lang (the 'Tenant') applied for an order determining that Zhiying Tao and Lei Yang (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on November 10, 2025.

Only the Tenant attended the hearing.

As of 1:33 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 the Tenant \$39,048.00.

Notice for Landlord's own use

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. Section 57(5) of the Act provides:

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. [Emphasis added]
4. The Tenant moved out of the rental unit on June 30, 2024 because the Landlord's agent, Lei, advised that the Landlord wanted to move into the rental unit. On September 10, 2024 the unit was listed for sale and it was sold on October 4, 2024. Accordingly, the reverse onus provisions of section 57(5) of the Act apply.
5. As the Landlord did not attend the hearing to rebut the presumption of bad faith, I find that the Landlord gave a notice in bad faith.

Remedies

6. The Tenant lived in the rental unit with the spouse, their spouse's parent, and their child. All three adults were named tenants on the lease. The primary characteristics of the rental unit were 5 bedrooms, 3 bathrooms, parking for 4 cars, an upper deck, and an outdoor area.
7. The Tenant could not find another unit to accommodate all family members, so they had to live separately; the Tenant, their spouse and child in one unit, and the spouse's parent separately.
8. The Tenant moved into a 3-bedroom, 1 bathroom unit with parking for 3 cars, a deck, and no other outdoor space. The rent for the unit is \$2,750.00. The spouse's parent had to relocate to a different community to find an affordable unit, which was a 1 bed/1bath apartment with a monthly rent of \$2,100.00. In total the Tenants are paying an additional \$3,150.00 per month in rent for smaller and less functional accommodations, or \$37,800.00 over a 12-month period. The family members have been disadvantaged by having to live separately. Therefore, I find that the Landlord must pay the Tenant \$37,800.00 for general compensation.

9. The Tenant spent \$1,200.00 to move their family members into new rental units. While no receipts were provided, I find the Tenant's oral testimony to be credible and the amount claimed to be within the range of expenses often claimed at the Board.
10. Therefore, I find that the Landlord must pay the Tenant \$1,200.00 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 \$39,048.00. This amount represents:
 - \$1,200.00 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.
 - \$37,800.00 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 17, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 17, 2026, the Landlord will owe interest. This will be simple interest calculated from March 18, 2026 at 4.00% annually on the balance outstanding.

March 6, 2026

Date Issued

Dawn Carr

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.