



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-037172-23-AM

In the matter of: A, 347 Partington
Windsor ON N9B2N4

Between: Christopher Michael Chomyshyn Tenant

And

Sal Melee Mele Landlord

AMENDED ORDER

This amended order is made to correct clerical errors in the order issued January 12, 2026.

Christopher Michael Chomyshyn (the 'Tenant') applied for an order determining that Sal Melee (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on December 3, 2025.

Only the Tenant attended the hearing.

As of 9:57 AM, 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. The Landlord served the Tenant with an N12 notice of termination on April 28, 2022. The N12 claimed the Landlord required vacant possession of the rental unit for their own personal use. The Tenant submits the N12 was given in bad faith.
2. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant
3. 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.
4. The Tenant testified that he vacated the rental unit as a result of the N12 notice. He further testified that no person moved into the rental unit after he vacated. The Tenant explained that he periodically returned to the property and took photographs over several months. These photographs show the garbage bin remained in the same location and the driveway remained empty for an extended period of time.
 5. I find the Tenant's evidence to be credible. The photographs are consistent with the rental unit remaining vacant for several months after the Tenant vacated. I am satisfied that no person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time.
 6. In the absence of any evidence from the Landlord explaining the prolonged vacancy or demonstrating an intention to occupy the rental unit as stated in the N12 notice, I find that the notice was served in bad faith.
 7. Based on the uncontested evidence of the Tenant, I am satisfied the Tenant has proven all the elements of the test under section 57(1)(a) of the Act for their application to be successful.

Remedies

8. The Tenant claims \$1,087.15 in moving-related expenses. The Tenant submitted receipts for storage costs and a U-Haul rental. I find these expenses were reasonably incurred as a result of having to move and I allow the claim in full. Therefore, I find that the Landlord must pay the Tenant \$1,087.15 for the reasonable out-of-pocket moving, storage and other like expenses that the Tenant has incurred as a result of having to move out of the rental unit.
9. The Tenant also seeks general compensation. The Tenant testified about the stress, anxiety, and disruption caused by having to relocate. Having regard to the impact on the Tenant and the Landlord's bad faith conduct, I find that an award of \$5,000.00 in general compensation is reasonable.
10. The Tenant is also claiming general compensation. The Tenant testified on the impact the relocation has had on him and the stress and anxiety it caused him. Based on the impact to the Tenant I find an award of \$5,000.00 to be reasonable.
11. The cost to file the application was waived by the Board. Therefore, the Tenant is not entitled to be reimbursed that cost.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$6,087.15. This amount represents:

- \$1,087.15 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.
 - \$5,000.00 for general compensation.
2. The Landlord shall pay the Tenant the full amount owing by January 23, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by January 23, 2026, the Landlord will owe interest. This will be simple interest calculated from January 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.

January 12, 2026
Date Issued

Bryan Delorenzi
Member, Landlord and Tenant Board

March 3, 2026
Date Issued

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.