



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

File Number: LTB-T-047772-25

In the matter of: 3, 277 HIGH PARK AVE
TORONTO ON M6P2S8

Between: Alexe Boudreau-Pinsonneault Tenant

And

Michael Casey Landlord

Alexe Boudreau-Pinsonneault (the 'Tenant') applied for an order determining that Michael Casey (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 5, 2026.

Only the Tenant attended the hearing.

As of 9:35 a.m., 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 shall be required to compensate the Tenant pursuant to the terms of this order.
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:
 1. The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act;
 2. The Tenant vacated the rental unit as a result of the N12 notice of termination;
 3. No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
 4. The Landlord served the N12 notice of termination in bad faith.
3. The Tenant moved into the rental unit on September 15, 2017.

4. On May 10, 2024, the Landlord served the Tenant with an N12 Notice to terminate a tenancy. The N12 had a termination date of July 31, 2024, and required vacant possession of the rental unit for the purposes of allowing the Landlord to have a support or care person occupy the rental unit.
5. The Tenant started looking for another rental unit upon receiving the Landlord's N12 Notice of termination. The Tenant secured another rental unit and provided the Landlord with a notice to end the tenancy on July 17, 2024. The Tenant vacated the rental unit on July 17, 2024.
6. The Tenant testified that her only reason for vacating the rental unit was solely due to being served a copy of the N12 Notice of termination.
7. On or about February 2025, the Tenant observed a listing online in which the rental unit was listed for sale. The Tenant tendered a copy of the online listings which indicated that the rental unit was listed on February 25, 2025, and sold on April 11, 2025.
8. Based on the uncontested evidence, the Tenant proved all the requirements in subsection 57(1)(a). I am satisfied that the Landlord served the N12 notice, the Tenant vacated pursuant to the N12 Notice, the Landlord did not have a support or care person occupy the unit as stipulated in the N12, and the Landlord served the N12 in bad faith.
9. The findings are supported by the evidence that the Landlord listed and sold the rental unit within one year of the Tenant vacating the rental unit.

Remedies

10. The Tenant's rent at the rental unit was \$1,665.63 per month, and the Tenant's rent at the new rental unit was \$3,150.00 per month. This is a difference of \$1,484.37 per month, and/or \$17,812.44 for the period of one year after the Tenant vacated the rental unit. The Tenant confirmed that the new unit was approximately 50 feet larger when compared to her previous unit, and that the Tenant's new unit is in a similar location and has similar amenities to the Tenant's previous rental unit. The Tenant tendered a copy of her new lease to support her claim for rent differential.
11. Therefore, I find that the Landlord must pay the Tenant \$17,812.44 for the increased rent that the Tenant has incurred or will incur for a one-year period after the Tenant moved out of the rental unit.
12. The Tenant incurred costs of \$1,101.75 for moving. This amount was supported by an invoice uploaded as evidence by the Tenant.
13. Therefore, I find that the Landlord must pay the Tenant \$1,101.75 for the reasonable out-of-pocket moving expenses that the Tenant has incurred as a result of having to move out of the rental unit.

14. The Tenant also testified that she is seeking general compensation for her stress and hardship resulting from her having to vacate the rental unit after living in the unit for seven years. The Tenant resided in the rental unit with her partner at the time and their 2-year-old child. The Tenant was also expecting another child when she was forced to vacate the rental unit.
15. Based on the evidence, I find that the Landlord's service of the N12 notice in bad faith did cause the Tenant a great deal of stress in having them vacate a rental unit which the Tenant had lived in for many years and felt comfortable in. The Tenant was also now forced to vacate a unit which had affordable rent and secure an alternative unit which was nearly twice the cost. Despite being compensated for the differential in rent for one year, the Tenant will have to continue to pay the higher rent well beyond this period. Therefore, I find that the Landlord must pay the Tenant \$2,500.00 for general compensation.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$21,462.19. This amount represents:
 - \$17,812.44 for increased rent the Tenant has incurred for the one-year period from July 16, 2024, to July 15, 2025.
 - \$1,101.75 for the reasonable moving expenses that the Tenant has incurred as a result of having to move out of the rental unit.
 - \$2,500.00 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 27, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 27, 2026, the Landlord will owe interest. This will be simple interest calculated from March 28, 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 16, 2026
Date Issued

Ilan Shingait
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.