



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-017582-23

In the matter of: Unit A, 102 Cedar Street
Cambridge ON N1T1T3

Between: Laura Misch Tenant
Ben Reynolds

And

Kevin Wood Landlord
Elite Property Management Inc.

Laura Misch and Ben Reynolds (the 'Tenant') applied for an order determining that Kevin Wood and Elite Property Management Inc. (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 3, 2026.

The Landlord Representative Susanne Draper, the Landlord, the Purchaser Representative Daniel Abraham, the Purchaser, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
2. Specifically, it was uncontested that pursuant to subsection 57(1)(b) of the *Residential Tenancies Act, 2006* (the 'Act'):
 - The Landlord gave the Tenant an N12 notice of termination under section 49 of the Act; and
 - The Tenant vacated the rental unit as a result of the N12 notice of termination.
3. Furthermore, it was uncontested that no person referred to in subsection 49(1) or 49(2) of the Act occupied the rental unit within a reasonable time after the Tenant vacated. It was both the Landlord and Purchasers uncontested testimony that the N12 Notice was served on the direction of the Purchaser's realtor, despite the Purchaser never having any intention of occupying the rental unit as was the case with several other properties they purchased as an investment on or about the same time.

4. It was also their uncontested submission that these issues were also the subject of a separate civil proceeding and as such was demonstrative of a lack of bad faith on their part warranting a fine.
5. What was contested by the Landlord and Purchaser were the remedies sought by the Tenant. Specifically, it was unopposed that they were entitled to the filing fee and moving costs they incurred as they supplied invoices to support the amounts claimed. What was opposed was the difference in rent sought as the Tenant had failed to provide a lease in support.
6. It was the Tenant's request that they be able to adjourn the matter to amend the remedies and submit the supporting documentation. This was opposed by both the Landlord and Purchaser as the Tenant had previously been represented and ought to have known or been instructed that such documentation would be necessary.
7. Based on the above submissions, I am not satisfied that granting an adjournment would not be prejudicial to the Landlord and Purchaser. Specifically, even though the matter was previously adjourned on March 20, 2024, on consent, Board records show that the Tenant was represented at that hearing. As such I am satisfied they had ample opportunity prior to that hearing not to mention an additional 11 months since prior to coming before me.
8. That said I am satisfied that the Tenant is entitled to the following remedies:
 - a. \$96.35 in moving costs as the Tenant provided receipts to support the amount claimed; and
 - b. \$48.00 representing the filing fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$144.35. This amount represents:
 - \$96.35 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.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 28, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 28, 2026, the Landlord will owe interest. This will be simple interest calculated from March 29, 2026 at 4.00% annually on the balance outstanding.

March 17, 2026
Date Issued

Kelly Delaney
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.