



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-052247-25

In the matter of: Basement, 2127 CLIFF RD
MISSISSAUGA ON L5A2N6

Between: Annabel Muere Tenant

And

Rohit Raja Landlord

Annabel Muere (the 'Tenant') applied for an order determining that Rohit Raja (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 9, 2026.

The Tenant, and the Tenant's Representative, Vanessa Palumbo and the Landlord, and the Landlord's Representative, Steven Singh attended the hearing.

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Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must 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:
 - 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. The Tenant, Annabel Muere (A.M.), resided in the rental unit from September 2012 to June 29, 2025, a period of almost 12 years. The Tenant was paying \$950.00/month for rent which was inclusive of all utilities.

4. On or about March 16, 2024, the Tenant received a copy of an N12 notice to terminate a tenancy for the purpose of allowing the Landlord's daughter to occupy the unit for their own personal use and residential occupation. The N12 notice had a termination date of May 31, 2024. This notice was handed to the Tenant by the Landlord's realtor.
5. A.M. testified that she was surprised to receive the N12 notice claiming the Landlord's daughter required possession of the unit because the Landlord mentioned having an interest in selling the property to the Tenant a month earlier in February 2024, at which time the Tenant expressed her interest in remaining in the unit if the purchaser did not intend on occupying the unit for personal use and residential occupation.
6. Shortly after being served with a copy of the N12 notice, A.M. was contacted by the Landlord and asked when she intended on vacating the rental unit pursuant to the notice served. A.M. responded by informing the Landlord that she intended on remaining in the unit.
7. On or about March 17, 2024, the Landlord informed A.M. that she would no longer be able to use the driveway for parking her motor vehicle. The Landlord's reason was because the car had an oil leak, and the Landlord did not want the driveway damaged. The Tenant's only other option was to park on the street where the motor vehicle could potentially be tagged or towed. The Tenant managed to arrange parking with a neighbour who allowed the Tenant to park in their driveway.
8. On or about March 26, 2024, the Landlord sent an email to A.M. stating that the internet provided to her was not part of her lease agreement and that the Landlord was providing her with this service as a gesture of his good will and kindness. The Landlord removed the internet service which required A.M. to add mobile data on their mobile phone plan.
9. I am mindful that the lease agreement does not specify the inclusion of parking and/or internet service. Having said this, I am also mindful that the Landlord has provided the Tenant with free internet and parking on the driveway for the course of the 12-year tenancy without issue.
10. On or about May 29, 2024, the A.M. received an email communication from the Landlord stating that he intended on selling the property and that she should not park in the driveway because her motor vehicle could cause undue damage.
11. A.M. vacated the rental unit on June 30, 2024.
12. A.M. testified that she does not believe that the Landlord acted in good faith because on or about July 2, 2024, the Landlord listed the rental unit for sale. The Tenant uploaded evidence in the form of screen shots to show that the Landlord listed the rental unit on July 2, 2024. The listing was removed and re-listed at a lower price four times between July 2, 2024, and April 3, 2025, the date on which the Landlord sold the rental unit.
13. A.M. testified that after moving from the rental unit she secured a rental unit at a cost of \$1,600.00/month, being a difference of \$650.00/month, and/or \$7,800.00 for a period of 12 months. A.M. testified that the new rental unit was a 2 bedroom, 1 bath, with approximately 800.00 square feet of living space. This was approximately 25% bigger than the Tenant's previous rental unit.

14. A.M. testified that her previous rental unit was a bachelor unit with a private bathroom and laundry facility. The unit included all utilities and was approximately 650 square feet in size. Both units were lower-level units and did not include any shared yard space.
15. The Tenant was seeking rent differential in the amount of \$7,800.00 for the period of June 1, 2024, through to May 31, 2025.
16. The Tenant was also seeking general compensation in the amount of \$11,400.00 which amounted to 12 months of the Tenant's previous rent of \$950.00/month. The Tenant testified that she is seeking general compensation in this amount for having to endure the stress of moving from a unit which she has lived in for twelve years and had a very low monthly rent when compared to similar units available on the market. The Tenant is also asking for compensation because of the Landlord's actions of removing her parking and internet for the period of mid-March 2024, through to June 30, 2024.
17. On cross-examination, A.M. testified that she had a good relationship with the Landlord until the service of the N12 notice.
18. A.M. agreed that the internet and parking were not specified in the lease agreement but argued that after 12 years of the Landlord providing these services at no cost, these would be implied by the actions of the Landlord.
19. A.M. also confirmed that the Landlord discussed potentially selling the property in February, and March 2024, prior to serving the Tenant with a copy of the N12 notice.
20. A.M. testified that she made every effort to secure alternative housing that was reasonably priced but had a difficult time in doing so due to the market and increased rental prices.
21. A.M. testified that despite paying a higher rent for her new unit, the units are similarly sized. I am mindful that this is not the evidence that the Tenant initially provided to the Board. The Tenant also agreed that her new unit was a recently renovated unit which was different from her past unit which had not been renovated for the 12 years she resided in it. A.M. also confirmed that her lease at the new rental unit commenced on May 15, 2024, for a period of one year to May 14, 2025.
22. A.M. agreed that she provided the Landlord an N9 Notice to terminate a tenancy, with a termination date of June 30, 2024. She also confirmed that this notice was served pursuant to the N12 notice.
23. A.M. confirmed that the Landlord removed her parking and internet which resulted in her having to add mobile data to her phone plan and secure alternative parking or risk parking on the street and being tagged or towed. A.M. did confirm that her car never got ticketed or towed but this did not make the experience any less stressful.
24. A.M. also confirmed that the Landlord lived in the upper level of the rental property, and she resided in the lower level. The Landlord vacated the upper level of the property on or about May 10, 2024.

25. Section 57(5) of the Residential Tenancies Act, 2006 (the “Act”), states as follows:

Presumption, notice under s. 48

(5) 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. 2017, c. 13, s. 10.

26. Based on the Tenant’s evidence, s. 57(5)(c) applies in this case.

27. The Landlord, Rohit Raja (R.R.), has owned the rental property since 2001, and sold the property in April 2025.

28. The property is a detached bungalow with 3 bedrooms on the main floor and a self-contained basement unit with a washroom and laundry facility. The unit is approximately 600 square feet, and the Tenant was being charged \$950.00/month.

29. R.R. described the relationship between him and the Tenant as having been great throughout the 12-year tenancy and that he considered the Tenant to be like family. R.R. testified that he reduced the rent for the Tenant in the past when she was having difficulty and helped her with many tasks.

30. R.R. testified that he did provide the Tenant with free internet access and parking on the driveway but stated that this was not part of the lease terms and that it was done to simply help the Tenant if he could. R.R. testified that he cancelled the internet service because he was moving out of the rental unit and his service was being cancelled as well. R.R. also maintained that he did not want the Tenant parking on the driveway because of her car causing potential damage to the driveway.

31. R.R. testified that when he served the Tenant with the N12 he believed that she would vacate the unit. When the Tenant stated she would not be vacating the relationship started to become less friendly.

32. R.R. confirmed that the N12 notice he served the Tenant stated that the unit would be occupied by the Landlord's daughter. R.R. testified that the L2 application was never filed, and a declaration was never filed with the Board. R.R. also confirmed that the N12 notice was never retracted by the Landlord between the time of service and the time the Tenant vacated the rental unit.
33. R.R. also testified that he initially told the Tenant that they would have to vacate the unit at the end of January 2024, because the Landlord wanted to sell the rental unit. R.R. intended on selling the rental unit in April, or May 2024. R.R. also testified that he told the Tenant that he would be vacating the property as well.
34. R.R. testified that he served the Tenant with a copy of the N12 notice based on his realtor's suggestion. He also testified that despite the notice being signed by him, he did not pay much attention to the details or reasons provided to the Tenant. R.R. also testified that he believed that the Tenant's service of an N9 notice voided the Landlord's N12 notice.
35. R.R. testified that despite wanting to sell the property, he also wanted to use the property for the storage of his daughter's personal belongings. R.R. confirmed he never intended to have his daughter occupy the rental unit for her own personal use and residential occupation.
36. R.R. confirmed that the Tenant vacated the unit on June 30, 2024, and that he listed the rental unit for sale on July 2, 2024, and sold the property in April 2025. R.R. testified that he purchased a property in Grimsby in April 2024, and that he moved into that property in May 2024.
37. R.R. testified that he believed the Tenant would be moving out of the unit. When he found out in March 2024, that she was not going to be vacating the unit he had his realtor serve the Tenant with an N12 notice. He agrees the N12 notice may not have provided an accurate reason for why the Landlord required vacant possession of the unit.
38. On cross-examination, R.R. confirmed that he served the Tenant with an N12 notice for his daughter's own use and residential occupancy. He also confirmed that his daughter never occupied the rental unit, and that the unit was never going to be intended for his daughter's residential occupation but maybe the temporary storage of her personal belongings.
39. R.R. confirmed he signed the N12 notice but did not pay attention to what he was signing at the time and trusted the advice of his realtor. R.R. also confirmed that he never provided the Tenant with the option of remaining in the rental unit and continuing her residential tenancy.
40. R.R. also confirmed that his realtor told him that his home would sell faster and at a higher amount if the home was vacant and staged.
41. On re-direct, R.R. confirmed that he notified the Tenant by email in March 2024, that he intended on selling the property. He also agreed that despite sending this email, the N12 notice was never retracted, nor was a different N12 notice served to the Tenant.

42. Based on the evidence, I am satisfied that the Tenant has proved all of the requirements in subsection 57(1)(a). The Landlord has failed to demonstrate that the bad faith presumption under section 57(5)(c) of the "Act" does not apply.
43. The Landlord's intentions of obtaining vacant possession of the property were to sell the property because the Landlord was moving. The Landlord could have listed the property with the realtor and served the Tenant an N12 notice if the property was sold to a purchaser that required vacant possession. Instead, the Landlord relied on their realtor who suggested the service of an N12 for the Landlord's daughter's own use. The Landlord took this advice despite knowing that this was not the case. This demonstrates bad faith on part of the Landlord.
44. It was not disputed that the Landlord served an N12 notice, the Tenant vacated pursuant to the N12 notice, and the person intended to occupy the property in the N12 notice did not do so within a reasonable time after the Tenant vacated the unit.

Remedies

45. Therefore, I find that a rent abatement of \$665.00 is appropriate in the circumstances. I find this an appropriate amount to award because the Landlord's actions of cancelling the Tenant's parking was unreasonable. The Landlord failed to provide any evidence to support that the Tenant's car was damaging the driveway. I find it is more likely than not that the Landlord restricted the Tenant's ability to park in the driveway as making it more difficult for the Tenant to remain in the rental unit. I find that the internet was cancelled for a different reason but still do not find the cancellation of the internet without notice to be reasonable. The amount awarded is 20% rent abatement for the period of March 15, 2024, through to June 30, 2024.
46. The Tenant sought the issuance of a fine payable to the Board. Given that a fine is generally awarded to ensure that the Landlord does not take similar actions in the future, I find that the total amounts already awarded against the Landlord are sufficient to deter the Landlord in the future.
47. Therefore, I find that the Landlord must pay the Tenant \$5,850.00 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. This amount represents 75% of the amount sought by the Tenant for rent differential. The reason for the 25% reduction is based on the new unit being approximately 25% bigger than the old unit and being a newly renovated unit.
48. Therefore, I find that the Landlord must pay the Tenant \$5,000.00 for general compensation. I find this amount to be appropriate given the fact that the Tenant's claim for general compensation was based on the Tenant having to end a 12-year tenancy with a relatively low monthly rent that was protected by rent control. Despite being compensated for a portion of the rent differential for one year, the Tenant's rent will unlikely be reduced moving forward.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$11,563.00. This amount represents:
 - \$665.00 for a rent abatement.
 - \$5,850.00 for increased rent the Tenant has incurred for the one-year period from July 1, 2024, to June 30, 2025.
 - \$5,000.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 6, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 6, 2026, the Landlord will owe interest. This will be simple interest calculated from April 7, 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 26, 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.