



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

File Number: LTB-T-053196-25

In the matter of: A, 941 ELGIN ST
NEWMARKET ON L3Y3C2

Between: Robin Greensides
Connor Greensides
Tenants

And

Leigh Bianco
Marco Bianco
Landlords

Robin Greensides and Connor Greensides (the 'Tenants') applied for an order determining that Leigh Bianco and Marco Bianco (the 'Landlords') gave a notice of termination in bad faith.

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

The first named Tenant, and the first named Landlord attended the hearing.

At the outset of the hearing, the parties agreed to remove LMB Properties as a named Landlord to this application and add Leigh Bianco and Marco Bianco as Landlords to this application. The order reflects the request made.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords shall be required to compensate the Tenants 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, Robin Greensides (R.G), testified that she initially occupied the rental unit in 2016.
4. In early April 2024, the Tenants were visited by the Landlords' realtor who informed the Tenants that the Landlords had an interest in listing and selling the rental unit. On or about April 15, 2024, the Tenants received a copy of an N12 notice to terminate a tenancy for the Landlords' child's personal use and residential occupation of the rental unit. The termination date specified in the N12 notice was June 30, 2024.
5. The Tenants found alternative housing and vacated the rental unit on July 13, 2024.
6. R.G. testified that a neighbour who resides near the rental property contacted the Tenant and informed her that someone had moved into the rental unit as of April 2025, and that the person was not the Landlords' daughter. I am mindful that the neighbor who made this observation and statement is not at the hearing to testify to what he or she saw back in April 2025.
7. R.G. also testified that sometime in April 2025, she received a copy of an enercare bill in her name, listing the rental unit as the service address. R.G. found this suspicious because the bill was for a period that she had already vacated the rental unit and because she never had any service agreements with that provider during her tenancy at the rental unit.
8. R.G. testified that she believes that the Landlords served the N12 notice in bad faith, she vacated the rental unit as a direct result of the N12 notice, the Landlords' daughter never occupied the rental unit, and the Landlords re-rented the unit to someone else as of April 2025.
9. R.G. testified that the Tenants incurred \$783.00 for moving costs which they paid to a moving company. The Tenants did not upload any receipt or invoice to support the amount being claimed. R.G. submitted that she was not familiar with the Board's process and did not think the documents would be helpful or necessary.
10. R.G. also testified that the Tenants paid \$1,540.00 per month for rent at the rental unit and that the unit was a 3 bedroom, 1 bath, with a shared yard, and parking. The unit was approximately 800 to 1,000 square feet and did not include utilities.
11. R.G. testified that the Tenants moved to a rental unit which has 2 bedrooms, 1 bath, shared yard, and parking. The unit is closer to 600 square feet with no den, and a smaller kitchen space. R.G. testified that the Tenants pay \$2,500.00 per month for the rental unit. This is a difference of \$960.00/month, and/or \$11,520.00 for a 12-month period. The Tenants did not tender any documentary evidence to support the new rent paid by the Tenants.
12. The Landlord, Leigh Bianco (L.B.) testified that she and her husband are the owners/landlords of the rental unit and were also assisted by a property management company which is no longer employed by the Landlords.
13. L.B. testified that she served the Tenants with an N12 notice of termination because her daughter intended on occupying the rental unit with her fiancée for their own personal use and residential occupation. L.B. confirmed that the N12 was served on April 15, 2024, and had a termination date of June 30, 2024.

14. L.B. testified that she had her realtor attend the rental unit for the purposes of providing the Landlords with a better understanding of the market value at that time. L.B. also testified that she had a discussion with her daughter shortly thereafter, and she decided that the unit would be better suited for her daughter to occupy. The N12 was served based on this decision.
15. L.B. confirmed that the Tenants vacated the rental unit on July 13, 2024. L.B. also testified that the unit was in a very bad state requiring multiple repairs. The repairs included but were not limited to the removal and re-installation of the flooring and carpeting throughout the rental unit. The repairs were started after the Tenants vacated the rental unit.
16. L.B. testified that her daughter and fiancée had a breakdown in their relationship sometime towards the end of summer of 2024. L.B. testified that she continued to perform repairs and renovations within the rental property. L.B. also testified that she allowed a person helping with the repairs and renovations to stay in the rental unit for a short time.
17. L.B. testified that in April 2025, the rental unit repairs and renovations were completed, and the rental unit was re-rented. L.B. also confirmed that her daughter did not occupy the rental unit within a reasonable time after the Tenants vacated the rental unit.
18. L.B. testified that she did not take any steps to notify the Tenants that her daughter would no longer require vacant possession of the rental unit, nor did she provide the Tenants with a first right of refusal when re-renting the unit in April 2025. L.B. stated that she did not have the Tenants contact information because they generally dealt with the property management company.
19. L.B. testified that she genuinely believed that her daughter would be occupying the rental unit with her fiancée. Based on this genuine belief, the Landlords served the Tenants with genuine intent of their daughter occupying the unit. I am mindful that the Landlords' daughter was not present to provide any testimony.
20. On cross-examination, L.B. confirmed communicating with the Tenants by way of telephone and email and was uncertain as to why she no longer had the information. L.B. also confirmed she did not take any steps to try and secure the information so that she could notify the Tenants.
21. Based on the evidence, there is no dispute that the Landlords served the Tenants with a copy of the N12 notice of termination, there is also no dispute that the Tenants vacated pursuant to the N12 notice of termination, the Landlords also do not dispute that the intended party that was supposed to occupy the rental unit, in this case being the Landlords' daughter, did not do so within a reasonable time after the Tenants vacated the unit. The Landlords also agrees that they re-rented the rental unit within 12 months of the Tenants vacating.

22. This leaves the question of whether the Landlords served the N12 notice in bad faith. To answer this question, I must consider the Landlords actions not only at the time of serving the N12 but also after service of the N12, and after the Tenants vacated the rental unit. The Landlords' daughter did not occupy the rental unit, the Landlords did not take any steps to notify the Tenants of this information, nor did the Landlords demonstrate a significant change in circumstances that would justify the Landlords' child not occupying the unit. Furthermore, the Landlords went ahead and re-rented the unit within 12 months of the Tenants vacating the rental unit. Based on these points, I am satisfied that the Landlords served the N12 notice of termination in bad faith.
23. The Tenants proved all of the requirements in subsection 57(1)(a).

Remedies

24. Therefore, I find that the Landlords must pay the Tenant \$11,520.00 for the increased rent that the Tenants have incurred or will incur for a one-year period after the Tenants moved out of the rental unit.
25. Therefore, I find that the Landlords must pay the Tenants \$783.00 for the reasonable out-of-pocket moving expenses that the Tenants have incurred as a result of having to move out of the rental unit.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$12,351.00. This amount represents:
 - \$11,520.00 for the increased rent the Tenants have incurred for the one-year period from July 15, 2024, to July 14, 2025.
 - \$783.00 for the reasonable moving expenses that the Tenants have incurred because of having to move out of the rental unit.
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by April 5, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by April 5, 2026, the Landlords will owe interest. This will be simple interest calculated from April 6, 2026, at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 25, 2026
Date Issued

Ilan Shingait
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.