



Order under Section 57 Residential Tenancies Act, 2006

Citation: Samwaru v Ashadali, 2026 ONLTB 14892

Date: 2026-03-24

File Number: LTB-T-101334-24

In the matter of: Upper unit, 401 KLEINBURG SUMMIT WAY
KLEINBURG ON L4H4T1

Between: Sharon Samwaru
Jeremy Stephenson
Tenants

And

Karim Ashadali
Landlord

Sharon Samwaru and Jeremy Stephenson (the 'Tenants') applied for an order determining that Karim Ashadali (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on December 8, 2025.

The Tenants, the Tenants Representative, Zeeshan Rahman, the Landlord, and the Landlord's Representative, Manny Solnik, attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in their application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$14,592.20.
2. This application is brought by the Tenants pursuant to s. 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') which reads as follows:

57 (1) The Board may make an order described in subsection (3) if, on application by a former tenant of a rental unit, the Board determines that,

(a) the landlord gave a notice of termination under section 48 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and no person referred to in clause 48 (1) (a), (b), (c) or (d) occupied the rental unit within a reasonable time after the former Tenants vacated the rental unit;

3. What this provision means is that to succeed on this application the Tenants must lead sufficient evidence to establish it is more likely than not that: they got a notice of termination under s. 48; they moved out of the rental unit as a result of the notice; the notice was given in bad faith meaning the Landlord had no intention of moving into the rental unit; and the Landlord did not in fact move into the rental unit within a reasonable time after the Tenants vacated.
4. It is undisputed that the Landlord served the Tenants with an N12 Notice of Termination on November 1, 2023, with a termination date of December 31, 2023. The N12 Notice indicates that the Landlord intends to move into the rental unit and occupy it for at least 12 months.
5. I am satisfied that the Tenants vacated the rental unit on December 10, 2023, because of the N12 notice.
6. It is undisputed that the Landlord never moved into the rental unit and instead, advertised the rental unit for sale on or about April 16, 2024.
7. Subsection 57(5) of the Act states:

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.
8. Pursuant to subsection 57(6), the period referred to in subsection (5) is the period that begins on the day a landlord gave the notice of termination and ends one year after a tenant vacated the rental unit. In this case, the period began on November 1, 2023, and ended on December 10, 2024. As the Landlord advertised the rental unit for sale during the prescribed period, it is presumed the N12 Notice was given in bad faith. The Landlord must establish, on a balance of probabilities, that at the time the N12 Notice was given to the Tenants, he intended to move into the rental unit.
9. I am not convinced the N12 Notice was given in good faith. I say this for the reasons that follow.
10. In January 2024, the Landlord hired a contractor to renovate the rental unit at a cost of approximately \$100,000.00. According to the Landlord, these renovations were undertaken to make the rental unit comfortable for his fiancée, who was to reside in the unit with him. The Landlord claimed that he was increasingly concerned that he would be

financially unable to retain the rental unit once the renovations were complete. He attributed his concerns to an unregistered mortgage of two million dollars on his primary residence and a one million mortgage on the rental unit.

11. The Landlord failed to sufficiently establish that there was a substantial change to his financial circumstances between the time he gave the Tenants the N12 Notice and when he advertised the rental unit for sale. No evidence was presented indicating the Landlord's income substantially decreased or that financial institutions were making payment demands that could not be met without selling the rental unit. There was also no evidence presented indicating the Landlord had plans to sell his primary residence of the unregistered mortgage reportedly held on this property.
12. The evidence before me establishes that the Landlord undertook extensive high-end upgrades that contributed to the property being sold for a record \$1.6 million dollars. I believe it is more likely than not the Landlord never intended to move into the rental unit and what the Landlord really wanted to do was to have vacant possession of the rental unit so that he could renovate and sell the property. I find the N12 Notice was given in bad faith.

Remedies

13. The Tenants seek a difference of rent in the amount of \$10,000.00.
14. The Tenants had not found an affordable rental at the time they vacated their former unit and considered moving into a family member's basement. However, the basement was not ready, and the Tenants immediately took residence in short-term accommodation rental located within their school boundary so their children could finish out the school year. The Tenants admitted into evidence rental receipts for the period from December 10, 2023 to July 31, 2024 totalling \$31,669.89.
15. At the time of their eviction, the Tenants were paying a monthly rent of \$3,750.00, which corresponds to a daily rent of \$123.29 ($\$3,750.00 \times 12 \text{ months} / 365$). Therefore, the Tenants would have paid \$28,973.15 at the former rental unit for the same time period (December 10, 2023 to July 31, 2024) had it not been for the bad faith conduct of the Landlord.
16. Based on the evidence before me, I find it reasonable and appropriate to order the Landlord to pay the Tenants **\$2,696.74** in the difference in rent they paid (\$31,669.89 - \$28,973.15). No further award will be ordered for difference in rent as the Tenants were unable to provide evidentiary proof of the amount they paid after July 31, 2024.
17. The Tenants submitted receipts in the amount of \$4,847.46 for their moving and storage expenses. I found these expenses to be reasonable and supported and will therefore order the Landlord to pay the Tenants **\$4,847.76** for their moving and storage expenses.

18. Pursuant to subsection 57(3) (1.1) of the Act, the Tenants seek an order that the Landlord pay \$24,000.00 as general compensation. Subsection 57(3) (1.1) provides that general compensation may be ordered regardless of whether the Tenants have incurred any actual expenses.
19. I accept the Tenants experienced profound stress due to the bad faith conduct of the Landlord. The Tenants described the pressure they experienced from the Landlord and his realtor to vacate the rental unit. This pressure included threats that the locks would be changed, and their possessions would be put onto the street. The Tenants faced challenges finding a suitable home within the school district and ultimately had to move three times within the year. Tenant Sharon Samwaru ('SS') described having to visit the hospital to seek medical care as a direct result of the profound and the negative impact the move had upon their family and the need for ongoing counselling to manage the lasting stress.
20. In considering the Tenants' claim for general compensation, I have looked at how the Landlord's breach impacted the Tenants. I accept that having to move out of the rental unit caused the Tenants and their children significant stress. Given the evidence before me, I find that an award in the amount of **\$7,000.00** adequately compensates for the Tenants for the mental distress they endured as a result of the Landlord's failure to act in good faith.
21. The Tenants incurred costs of **\$48.00** for the application filing fee and are entitled to reimbursement.
22. The total amount the Landlord owes the Tenants is **\$14,592.20**.

It is ordered that:

1. The Landlord shall pay the Tenants \$14,592.20. This amount includes the difference in rent, storage and moving expenses, general compensation, and the application filing fee.
2. The Landlord shall pay the Tenants the full amount owing by April 3, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by April 3, 2026, the Landlord will owe interest. This will be simple interest calculated from April 4, 2026, at 4.00% annually on the balance outstanding.

March 24, 2026
Date Issued

Douglas Malanka
Member, Landlord and Tenants Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6