



Order under Section 57 Residential Tenancies Act, 2006

Citation: StAmant v Mo, 2026 ONLTB 26017

Date: 2026-04-02

File Number: LTB-T-058127-25

In the matter of: 227 SHORECREST RD
Keswick ON L4P1J1

Between: Heather St Amant Tenant

And

Arash Mo Landlord

Heather St Amant (the 'Tenant') applied for an order determining that Arash Mo (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 11, 2026 at 9:21 am. The Tenant attended the hearing and did not speak to duty counsel prior to the hearing. The Landlord attended the hearing at 9:42 am. For the Landlord to be able to respond the Tenant, I restated the portion of the Tenant's testimony which the Landlord had missed and confirmed with the Tenant that the information was as stated by the Tenant.

Determinations:

Preliminary issue

1. I denied the Landlord's disclosure from being admitted at the hearing. This is because the Landlord states the disclosure was uploaded to the Tribunals Ontario Portal but it was not provided to the Tenant in accordance with Rule 19.1 of the Landlord and Tenant Board's Rules of Procedure which requires a copy of all documents, pictures and other evidence that a party intends to rely upon to be provided to the other party at least 7 days prior to the hearing. This information was also included in the Notice of Hearing provided to the parties. The Tenant states that she had not seen the disclosure the Landlord wants to reply on.
2. I find it would be procedurally unfair to admit the Landlord's disclosure at the hearing when it was not properly served on the Tenant. I accept the Tenant did not review the Landlord's disclosure uploaded to the Tribunals Ontario Portal in advance of the hearing and if the disclosure were to be admitted at the hearing, the Tenant would be forced to respond to it at the hearing, not having an opportunity to review it in advance of the hearing.

T5 application

3. The rental unit is a four-bedroom house. The Tenant states she lived in the rental unit for almost two years with her spouse, their seventeen-year-old daughter and their fifteen-year-old stepson who stayed with them on weekends.
4. The Tenant received a text message from the Landlord dated May 9, 2024 which was produced for the hearing which was correspondence between the Landlord and the Tenant which the Landlord does not dispute. In the text message, the Landlord advises the Tenant that the Landlord and his wife intend to move into the rental unit effective May 1, 2025 and offers the Tenant the option to extend the lease term up to April 30, 2025. The text message further notes that the Landlord does not take issue if the Tenant wants to move out at the end of the current lease term or any time in between and prior to April 30, 2025.
5. The text message from the Landlord clearly does not constitute proper notice to terminate under section 48 of the *Residential Tenancies Act, 2006* (the 'Act'). This is because it is not in the form approved by the Landlord and Tenant Board ('LTB') as stipulated by subsection 43(1) of the Act and the text message does not inform the Tenant of their right to dispute the termination as set out within subsection 43(2) of the Act. The Tenant and her family moved out of the rental unit on October 1, 2024.
6. While the text message provided by the Landlord does not equate to proper notice under section 48 of the Act, I find it is a notice of termination under section 48 of the Act for the purposes of subsection 57(1)(a) of the Act.
7. Subsection 57(1)(a) of 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.
8. The Tenant is entitled to make this T5 application. The Tenant should not be deprived of the remedies available to them when a notice is served on them in bad faith just because the Landlord failed to serve the Tenant with notice in the proper form and in compliance with the Act. To determine otherwise defeats the purpose of section 57 of the Act and produces an unjust result.
9. The parties do not dispute the first two requirements of the legal test set out above. The termination date in the notice of termination is April 30, 2025 and the Tenant vacated the rental unit prior to this date. The Landlord testified that the rental unit was listed for sale on July 4, 2025.
10. The Landlord refutes the third and fourth requirements of the legal test above. The Landlord's position is that the Landlord provided the Tenant with notice via a text message in good faith and the Landlord and his wife moved in and occupied the rental unit in November 2024 after the Tenant vacated.

11. For the reasons set out below, I find the Tenant has proven of all the requirements in subsection 57(1)(a) of the Act.

Burden of proof - reverse onus clause

12. Based on the totality of evidence, I find the reverse onus clause under subsection 57(5) of the Act is invoked. This section of the Act stipulates that if a notice of termination is given by a Landlord under section 48 of the Act and the Landlord then places the rental unit up for sale within one year of the Tenant vacating, it is presumed that the Landlord has given the notice of termination. The burden of proof then shifts to the Landlord to prove on a balance of probabilities that the notice of termination was served in good faith.
13. Based on the evidence before me and on a balance of probabilities, I find the Landlord has not met their burden of proof in establishing that the Landlord served the notice of termination, being the text message advising the Tenant that she needs to vacate by April 30, 2025 was served in good faith for the reasons set out below.

Chain of events

14. The Tenant testified that after she received the text message from the Landlord, she advised the Landlord that she and her family would need some time to move out and that they would be vacating the rental unit sooner than April 30, 2025. She states the Landlord advised her that she needs to provide the Landlord with 60 days written notice and she further states that she was not paid any compensation which was undisputed by the Landlord.
15. The Tenant states that she and her family moved out of the rental unit on October 1, 2024 which was a four bedroom house and the monthly rent was \$2,665.00 when she moved out which was undisputed by the Landlord. The Tenant states that she and her family moved into a four bedroom house in Barrie and the monthly rent is \$3,070.00. A copy of the lease agreement for the unit the Tenant moved into was not produced for the hearing. The Tenant states her family was unable to find a four bedroom home in Keswick and their daughter was also registered to start attending Seneca college.
16. The Tenant states that she has friends and family in the area where the rental unit is located. She states in May 2025 she was visiting the neighbours and she saw that there was a for sale sign on the lawn where the rental unit is located. The Tenant states it appeared that some renovations had been done to the exterior which included an extended porch and landscaping. The Tenant said she was upset by seeing the for sale sign and sent a text message to the Landlord who responded to her by text message indicating that the Tenant voluntarily moved out of the rental unit and that the Landlord still intends to move into the house.
17. The Landlord states that he and his wife decided that they wanted to move back to the rental unit because he and his wife were living in downtown Toronto and were paying high rent. He states his wife lost her second job as a realtor and the real estate market was performing poorly at that time.

18. The Landlord testified that he and his wife moved into the rental unit as in November 2024 and while they were living there, they completed landscaping at the front of the property to expand the front entrance and built the front porch. The Landlord states that he was commuting to work from the rental unit to Bayview/Sheppard and his wife was not working. The Landlord states the rental unit was too big for him and his wife and that is why they listed it for sale on July 4, 2025 and the sale closed on August 28, 2025. He states following the closing of sale, he and his wife moved back to central Toronto.
19. There was no corroborating evidence produced by the Landlord to support when he moved from the unit he was living at with his wife in Toronto to support the timeline that the Landlord and his wife moved into the rental unit in November 2024. The Landlord also did not produce copies of any utility bills, or a copy of a drivers licence showing the rental unit address. Based on the lack of corroborating evidence, I do not accept that the Landlords moved into the rental unit in November 2024.
20. The Landlord's testimony is reliant upon a change in their circumstances being the rental unit was too large for them, the Landlord was commuting to Bayview/Sheppard which I accept would require significant commuting time which the Landlord would likely have known, and the Landlord's spouse was not working. It is the Landlord's position that these circumstances supported the Landlord's decision to put up the rental unit for sale in July 2025. I do not accept a change in the Landlord's circumstances automatically relieves the Landlord from being found to have served the notice of termination in bad faith. I have already determined that the Landlord and his wife did not move into the rental unit after the Tenant vacated and based on the Landlord's own testimony, the rental unit was listed for sale approximately nine months after the Tenants vacated.

Remedies

21. The Tenant claims in the application, a rent abatement in the amount of \$15,000.00 based on the monthly rent of \$2,650.00 per month x 6 months which the Tenant claims represents the period the Tenant was told they had to move out by and the date the rental unit was listed for sale. At the hearing, I raised that the amount of \$2,650.00 per month x 6 months equates to \$15,900.00. The Tenant stated at the hearing that she is limiting the rent abatement claim to \$15,000.00 as claimed in the application.
22. I find the Tenant is entitled to a three-month rent abatement in the amount of \$7,950.00. This represents the monthly rent amount of \$2,650.00 per month (as claimed in the application) x 3 months. I find this amount to be reasonable based on the Tenant and her family vacating the rental unit because of the notice of termination and then the Landlord listing the rental unit for sale within 12 months of the date the Tenant vacated. The Tenant testified that she vacated the rental unit on October 1, 2024 which is prior to the date provided in the notice of termination and as a result the Tenant was not in a position of being forced to move with little notice and could have remained in the rental unit longer.
23. The Tenant is entitled to a 50% rent differential in the amount of \$2,430.00 which I find to be reasonable. The Tenant claims a rent differential of \$4,860.00 which represents the difference in the new rent of \$3,070.00 - \$2,665.00 the monthly rent at the time the Tenant vacated the rental unit = \$405.00 per month x 12 months. The Tenant did not produce a

copy of the lease agreement to support the monthly rent at the new unit. I accept the Tenant's oral testimony which I found to be credible that the monthly rent at their new unit is \$3,070.00. The Landlord also testified that the Tenant was paying below market rent when living at the rental unit. While the Tenant testified that she was unable to find a 4 bedroom home in Keswick and that they moved to Barrie, she also testified that her daughter was registered to start college. There were no further details provided at the hearing regarding if her daughter would be commuting to college every day and where the campus she was to be attending was located. The Landlord also testified that she moved into a four bedroom house which has the same number of bedrooms as the rental unit. However, there were no further details provided by the Tenant regarding any difference in the square footage between the two houses and if the amenities differed. i.e. number of bathrooms, finished basement. As a result, I determine a 100% rent differential has not been substantiated by the Tenant.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$10,428.00. This amount represents:
 - \$7,950.00 for a rent abatement.
 - \$2,430.00 for increased rent the Tenant has incurred for the one-year period from October 1, 2024 to a maximum of one year.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 2, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 2, 2026, the Landlord will owe interest. This will be simple interest calculated from May 3, 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.

April 2, 2026
Date Issued

 Kimberly Parish
 Vice Chair, 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.