



Order under Section 57 Residential Tenancies Act, 2006

Citation: Rotstain v Peterson, 2026 ONLTB 26686

Date: 2026-03-31

File Number: LTB-T-035033-23

In the matter of: 703, 55 HARRISON GARDEN BLVD
NORTH YORK ON M2N7G3

Between: Ido Rotstain Tenant

And

Vivilyn Peterson Landlord

Ido Rotstain (the 'Tenant') applied for an order determining that Vivilyn Peterson (the 'Landlord') gave a notice of termination in bad faith.

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

Only the Tenant attended the hearing.

As of 1:17 p.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence. The Landlord was still not present or represented when the matter was concluded at approximately 2:37 p.m.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$14,658.00 on or before April 11, 2026. The Landlord must also pay an administrative fine to the LTB of \$10,000.00 on or before April 11, 2026.
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 proved all of the requirements in subsection 57(1)(a) of the Act.
 4. The Tenant testified that the Landlord attempted to increase the rent from \$1,850 to \$2,400 in 2022 and the Tenant denied this as they were aware that doing so was not in accordance with the Rent Increase Guideline. The Landlord then sent the Tenant a few e-mails attempting to end the tenancy without LTB process, and the Tenant refused to end the tenancy on this basis.
 5. Following this, on August 29, 2022 the Landlord served on the Tenant a N12 notice to terminate the tenancy with a date of termination of October 31, 2022. The Tenant testified that pursuant to this notice they served a notice to vacate the rental unit earlier on September 8, 2022 and vacated the rental unit on September 18, 2022. The Tenant testified they would not have served this notice had they not received the N12 notice of termination.
 6. The Tenant also testified that they discovered that on April 9, 2023 they discovered that the rental unit was put up for sale. The Tenant provided a screenshot from a Zillow listing and MLS listing for the sale of the rental unit in support of this.
 7. The Tenant also testified that they attended an open house for the rental unit that occurred in late April or early May. During the open house, an Ontario Real Estate Association Entry/Access to Property Tenant Acknowledgement form for the rental unit address that lists the Landlord as the seller/landlord and Andrew Pringle as the tenant was left out on a table. The Tenant provided a photograph of this form.
 8. The MLS listing provided also notes in the brokerage remarks that the property is tenant occupied.
 9. The Tenant submits based on the above that the Landlord never moved in the property and instead rented it to another tenant prior to putting it up for sale.
 10. I am satisfied based on the above that the Tenant was served with an N12 notice of termination, vacated pursuant to it and that the Landlord did not move into the rental unit for a period of at least one year within a reasonable period.
 11. As the rental unit was advertised for sale and rented within a year of the Tenant vacating pursuant to the Landlord's notice, this triggers a presumption under section 57(5) of the Act that the Landlord served the N12 in bad faith unless the Landlord can prove the contrary on a balance of probabilities. As the Landlord did not attend to present evidence, I find that they have not rebutted this presumption, and the N12 notice of termination was served in bad faith.
 12. The Tenant has therefore proven all elements required by section 57(1) of the Act to establish their claim.

Remedies

Rent abatement

13. The Tenant requested a rent abatement and presented evidence as to inappropriate behaviour of the Landlord that grounded this request, particularly related to entries into the rental unit that were either excessive or without proper notice, and therefore interfered with their enjoyment of the rental unit. However, I find this behaviour as described by the Tenant, while it may ground other applications before the LTB, are not sufficiently related to the bad faith behaviour in serving the N12 notice of termination that is subject of this application to ground a remedy for it in this application. I therefore decline to award any sum as a rent abatement.

Rent Differential

14. The Tenant testified that they paid \$1,850.00 per month in rent at the rental unit, but upon moving out to a new rental unit they were required to pay \$2,600.00 per month, a difference of \$750.00 per month. The Tenant filed a copy of their lease agreement to substantiate this. I am satisfied based on this evidence that the Tenant paid an increase in rent of \$750.00 per month, totalling \$9,000.00 in the year after they vacated the rental unit.
15. Therefore, I find that the Landlord must pay the Tenant \$9,000.00 for the increased rent that the Tenant has incurred for a one-year period after the Tenant moved out of the rental unit.

Moving Expenses

16. The Tenant testified they incurred \$610.00 in moving expenses to move from the rental unit to their new rental unit. The Tenant supplied a text exchange with the mover calculating the amounts owing in support of this. I am satisfied based on this that the Tenant incurred \$610.00 in reasonable out-of-pocket expenses for moving out of the rental unit.
17. Therefore, I find that the Landlord must pay the Tenant \$610.00 for the reasonable out-of-pocket moving expenses that the Tenant has incurred as a result of having to move out of the rental unit.

General Compensation

18. The Tenant requested general compensation in the amount of \$22,000.00. In support of this the Tenant testified that he was required to get a part-time job working an approximately 20 hours more per week in addition to his full-time job to afford his increased rent, and this affected his mental health.
19. The Tenant also testified that he had to move about a 15-minute drive from his old rental unit to a less desirable neighbourhood. Previously the Tenant was able to walk to his gym and restaurants he enjoyed. His relocation also increased his daily commute by roughly 15-20 minutes each way on an average day, and sometimes longer if the Tenant was required to attend the office for early meetings due to increased traffic. The Tenant also

lost the community he had built in the building during his 1.5 years of living in the rental unit.

20. I find on the basis of the above that the Landlord must pay the Tenant \$5,000.00 for general compensation to account for this effect on the Tenant's quality of life due to having to move from the rental unit to a different neighbourhood that increased his commute and diminished his quality of life, and required him to get additional employment. In coming to this decision I have factored in that while this move had a significant impact on the Tenant, the Tenant lived in the rental unit for a relatively short period of approximately 1.5 years.
21. While the Tenant sought a considerably higher sum, I find this amount to be more in line with previous LTB decisions related to having to move from a preferred neighbourhood, and additions to a commute, even when considering the need for the Tenant to obtain additional employment. See for example: *Romary v Wlodarek*, 2024 ONLTB 4526; *Waring v Jin*, 2024 ONLTB 50362; and *Pavasaris v Popatia*, 2024 ONLTB 65801; and *Khalili v Tan*, 2024 ONLTB 31726.

Administrative Fine

22. The Tenant requests that the Landlord be ordered to pay an administrative fine. Pursuant to the Board's non-binding Interpretation Guideline 16:

"An administrative fine is a remedy to be used by the Board to encourage compliance with the Residential Tenancies Act, 2006 (the "RTA"), and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance."

23. The Landlord served an N12 notice of termination to gain possession of the rental unit. The Landlord then proceeded to both rent out the rental unit, presumably very shortly after the Tenant vacated, and then advertise the property for sale within a year of the Tenant moving out. This occurred following the Landlord's attempt to illegally increase the rent for the rental unit, which was rejected by the Tenant.
24. I find an administrative fine appropriate in this case as in my view, the other remedies ordered do not provide sufficient deterrence to the Landlord, where it is apparent that the Landlord was driven to violate the Act by serving a notice of termination in bad faith to maximize their profits.
25. This behaviour is egregious, blatantly in disregard of the Act, and a strong message of deterrence is required to encourage compliance from the Landlord in the future. A sufficient sum must be ordered to make clear that serving such notices in bad faith will not serve as an expeditious means of maximizing profits. I find it appropriate in these circumstances to order an administrative fine of \$10,000.00. In my view, this sum, along with the other remedies ordered, provides sufficient deterrence to the Landlord.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$14,658.00. This amount represents:
 - \$9,000.00 for increased rent the Tenant has incurred for the one-year period after the Tenant vacated the rental unit
 - \$610.00 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.
 - \$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 11, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 11, 2026, the Landlord will owe interest. This will be simple interest calculated from April 12, 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.
5. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$10,000.00 by April 11, 2026.

March 31, 2026
Date Issued

Benjamin Seigel
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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.