



Order under Section 57 Residential Tenancies Act, 2006

Citation: Pearson v Majeed, 2026 ONLTB 26938

Date: 2026-04-10

File Number: LTB-T-047299-25

In the matter of: 44 Epsom Downs Drive
Brampton ON L6T1Y8

Between: Linda Pearson
Elyse Pearson
Tenants

And

Zahid Majeed
Landlord

Linda Pearson and Elyse Pearson (the 'Tenants') applied for an order determining that Zahid Majeed (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 4, 2026.

Only the Tenants attended the hearing.

As of 10:50 a.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 Tenants' evidence.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants \$6,745.18 by April 21, 2026.
2. The residential unit is a single detached house with a main floor rental unit and a basement rental unit. The Tenants commenced their tenancy in October of 2020 and vacated the rental unit on July 18, 2024.
3. This application alleges that the Landlord served the N12 notice of termination in bad faith.

Evidence of the Tenant, Linda Pearson

4. The Tenant testified that she purchased this house in June of 2006 but due to financial circumstances, she had to sell the house in October of 2020. The Tenant sold the house to the Landlord and arranged to be a long-term Tenant of the Landlord and she rented the main floor unit in October of 2020. The parties signed a 3-year lease with an option to extend for 2 further years.
5. The Tenant stated that she emailed the Landlord on June 19, 2023 to advise that she and her daughter would be continuing their tenancy for a further 2 years.
6. Ms. Pearson received an email from the Landlord on July 23, 2023 advising her that the Landlord's daughter needed to move into the main unit. She received a further email from the Landlord in August of 2023 whereby the Landlord told her that she had to vacate as his daughter's rent was too high. The Landlord stated that his daughter required the main floor unit right away and told the Tenant that this was always his plan to have his daughter move into the main unit. The Tenant provided a copy of these emails which were part of Evidence ID# 5755721.
7. The Tenant stated that she continued to receive emails from the Landlord setting out that the Tenant needed to vacate to allow his daughter to move into the main floor rental unit. Ms. Pearson stated that these emails continued throughout the winter of 2023 and early 2024 and provided those emails.
8. Ms. Pearson stated that she was very frustrated with the Landlord's actions as she made it clear that she wanted to be a Tenant for a very long time. However, she advised the Landlord on April 19, 2024 that she and her daughter would be vacating the rental unit on July 18, 2024 as per the Landlord's demands.
9. The Tenant stated that in August of 2024, she attended at the rental unit to collect some of her mail and the "boys" who were renting the basement had moved into the main floor unit. The Tenant was told that the Landlord offered to allow them to move into the main floor unit and they agreed to move upstairs.
10. The Tenant confirmed that she visited the rental unit again on February 25, 2025 and the "boys" continued to reside in her previous home.
11. Ms. Pearson was extremely frustrated that she was forced to leave the home that she had resided in since 2006 and had to scramble to find another place that she could afford. She also stated that she suffered emotionally and physically due to the Landlord's bad faith actions.
12. The Tenant claimed compensation of \$30,336.00 (calculated as \$2,022.40 x 15 months) as that was the period of time that she should have been able to remain in the rental unit. She also claimed moving expenses of \$1,692.18 and provided a receipt dated July 6, 2024, she claimed \$590.00 in pool chemicals and \$2,000.00 for the installation of laundry facilities into the rental unit.

Analysis

13. 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.
14. Although the Landlord did not serve a specific N12 notice of termination, I find that the Landlord's emails demanding that the Tenant vacate amount to a notice of termination under section 48 of the Act.
15. There is no question that the first, second and third of these criteria have been met as the Landlord served his own notice on the Tenant, the Tenant vacated the rental unit as a result of the notice of termination and no person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated. I must determine whether or not the Landlord gave the N12 notice of termination in bad faith.
16. For the first test of "bad faith" under subsection 57(5) of the Act it is presumed, unless the contrary is proven on a balance of probabilities, that the Landlord gave a "bad faith" notice, if at any time during the period from the date of the notice to one year after the Tenant vacated the unit, that the Landlord:
1. advertises the rental unit for rent;
 2. enters into a tenancy agreement in respect of the rental unit with someone other than the former tenant;
 3. advertises the rental unit, or the building that contains the rental unit, for sale;
 4. demolishes the rental unit or the building containing the rental unit; or
 5. takes any step to convert the rental unit, or the building containing the rental unit, to use for a purpose other than residential premises.
17. The Tenant's uncontested evidence confirms that the Landlord re-rented the rental unit to the basement tenants in August of 2024, approximately one month after the Tenants vacated the unit. The Landlord's child did not move into the rental unit as set out in his emailed notice of termination.
18. Having made this finding, I find that the Tenant is successful with her T5 application.

Remedies

19. The Tenant's request for moving costs in the amount of \$1,692.18 is granted. She provided a copy of the invoice for same and that amount is reasonable in the circumstances.

20. The Tenant's request for pool expenses of \$590.00 and the installation of laundry facilities of \$2,000.00 are not reasonable under section 57 of the Act. The expenses in this type of application must stem directly from the Landlord's bad faith actions relating to the termination of the tenancy. I am not satisfied that pool expenses and the previous installation of laundry facilities were a direct result of a notice of termination given in bad faith.
21. The Tenant's request of compensation in the amount of \$30,336.00 is not reasonable in the circumstances. Although she claimed that she suffered substantial financial distress, I was not provided with any supporting documentation. However, I am satisfied based on the credible testimony of the Tenant that the termination notice caused her considerable emotional stress. The Tenant had resided in that house since 2006 and having to vacate the house after all those years would have been very emotionally and physically distressing and would have involved a substantial amount of time. As such, I assess this claim at \$5,000.00 and order same.
22. The Tenant was successful with her application and is entitled to the application fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$6,745.18. This amount represents:
 - \$5,000.00 for compensation;
 - \$1,692.18 for the reasonable moving, storage and other like expenses that the Tenant incurred as a result of having to move out of the rental unit; and
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by April 21, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by April 21, 2026, the Landlord will owe interest. This will be simple interest calculated from April 22, 2026 at 4.00% annually on the balance outstanding.

April 10, 2026
Date Issued

Carrie Bertrand
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.