



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

File Number: LTB-T-064475-25

In the matter of: 3277 Dominion
Windsor ON N9E2N6

Between: Rita Awrey Tenant

And

Hui-Fang Lee Landlord

Rita Awrey (the 'Tenant') applied for an order determining that Hui-Fang Lee (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 30, 2026.

Only the Tenant, the Tenant's Legal Representative, Christopher Hall, and the Tenant's witnesses, Mein-Hui Tsai, Terry Awrey, attended the hearing.

As of 12:23 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 Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant a total of \$12,988.00.

Bath Faith:

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). Based on the Tenant's uncontested evidence I find the Landlord served the Tenant with an N12 notice of termination for the purpose of residential occupation by himself pursuant to section 48 of the Act, the Tenant vacated the rental unit as a result of the notice, and Landlord never moved into the rental unit after the Tenants vacated.
4. The Tenant's daughter, Crystal Awrey, gave oral testimony at the hearing. Crystal Awrey testified that she is the Tenant's caregiver and moved into the rental unit in August 2017. She stated that the Landlord served the N12 notice in March 2024 with a termination date of July 31, 2024. The Tenant and her family vacated the rental unit on August 24, 2024, in response to the N12 notice.
5. Crystal Awrey further testified that the rental unit was listed for sale in August or September 2024, only one or two months after they vacated. She also testified that the Landlord placed a for sale sign on the property before they vacated the unit. In addition, she stated that the Landlord had listed the rental property for sale in June or July 2024 and later removed it from the market. The Tenant's Legal Representative submitted a copy of the listing for the rental unit, including photographs, as well as a photograph of the for-sale sign on the property. This evidence shows that the rental unit was placed on the market in about August or September 2024 and that, at that time, the rooms in the unit were empty.
6. Crystal Awrey also testified that after she and the Tenant moved out, she visited a friend in the neighbourhood about once a week and observed that no one appeared to be living in the unit. She stated that there were no cars in the driveway and no lights on in the house. Her evidence was that the Landlord did not move into the rental unit after they vacated.
7. Based on the Tenant's uncontested evidence, I find that the rental unit was advertised for sale after the Tenant vacated in August or September 2024, which was less than one year after the Tenant moved out. This gives rise to the presumption, under subsection 57(5) of the Act, that the N12 notice was served in bad faith. The Landlord did not attend the hearing and therefore did not rebut that presumption. I therefore find that the Landlord served the N12 notice in bad faith. I am also satisfied, on a balance of probabilities, that the Landlord did not occupy the rental unit after the Tenant vacated. As the Tenant has proven all of the requirements under subsection 57(1)(a) of the Act, the application is granted.

Remedies

8. The Tenants request the following remedies:
 - \$7,200.00 for rent differential.
 - \$1,000.00 for their moving expenses.
 - \$10,000.00 general compensation.
 - \$48.00 for the cost of filing the application.

Rent Differential:

9. The Tenant seeks compensation for rent differential. The Tenant testified that she paid rent of \$1,530.00 plus hydro for the rental unit. In August 2024, she moved into her son's

house and paid \$1,750.00 plus hydro for the new rental unit. There was no written tenancy agreement with the new landlord. However, the new landlord, Terry Awrey, testified at the hearing. Terry Awrey stated that when his mother and sister were evicted by the Landlord, he purchased a new house for them to move into and charged them rent of \$1,750.00 per month plus hydro. He also submitted e-transfer records showing rent payments from the Tenant to him. The new rental unit is similar to the former rental unit in that it is also a three-bedroom house.

10. I am satisfied that the Tenant incurred an increase in rent of \$220.00 per month. The Tenant is entitled to compensation for the rent differential for a period of 12 months. I therefore find that the Landlord must pay the Tenant \$2,640.00, calculated as \$220.00 multiplied by 12 months, for the increased rent incurred during the one-year period after the Tenant moved out of the rental unit.

Moving costs:

11. Crystal Awrey testified that they rented a moving truck for two days and that the cost was \$300.00. Although the Tenant did not submit an invoice for the truck rental, I am satisfied that \$300.00 is a reasonable amount for a two-day truck rental in the circumstances. I therefore find that the Tenant is entitled to \$300.00 for moving expenses.

General compensation:

12. The Board's authority to order general compensation is found at section 57(3) (1.1), which states:

- *An order that the Landlords pay a specified sum to the former tenant as general compensation in an amount not exceeding the equivalent of 12 months of the last rent charged to the former tenant. An order under this paragraph may be made regardless of whether the former tenant has incurred any actual expenses or whether an order is made under paragraph 2 [Emphasis added]*

13. The Tenant occupied the rental unit from August 2017 to August 2024, for a total of seven years. I accept that the Tenant intended to remain in the rental unit on a long-term basis and vacated only because the Landlord served the N12 notice. In the circumstances, I find that the Landlord's conduct caused significant disruption to the Tenant's housing security and substantially interfered with her use and enjoyment of the rental unit. I am satisfied that general compensation in the amount of \$10,000.00 is fair in all of the circumstances.

Administrative Fine

14. The Board's Interpretation Guideline 16: Administrative Fines, states that the purpose of a fine is to encourage compliance with the Act and to deter landlords from engaging in similar activities in the future. It goes on to say, "this remedy is most appropriate in cases where the landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance."

15. I find that the actions of the Landlord in this case do demonstrate a blatant disregard for the Act. However, I find that the remedies already awarded should provide adequate deterrence from engaging in similar acts. As such, no fine shall be ordered.
16. This order contains all of the reasons intended to be given; no further reasons shall issue.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$12,988.00. This amount represents:
 - \$2,640.00 for increased rent the Tenant has for the one-year period from September 1, 2024, to August 31, 2025.
 - \$300.00 for the reasonable moving, storage and other like expenses that the Tenant has as a result of having to move out of the rental unit.
 - \$10,000.00 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 19, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 19, 2026, the Landlord will owe interest. This will be simple interest calculated from April 20, 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 8, 2026
Date Issued

Joy Xiao
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.