



Order under Section 57 Residential Tenancies Act, 2006

Citation: Yuan v Lin, 2026 ONLTB 28470

Date: 2026-04-08

File Number: LTB-T-061236-25

In the matter of: 2702, 23 Hollywood Avenue
North York, Toronto ON M2N7L8

Between: Kefan Yuan
Kexin Yuan
Tenants

And

Long Lin
Landlord

Kefan Yuan and Kexin Yuan (the 'Tenants') applied for an order determining that Long Lin (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 12, 2026.

The Landlord, the Landlord's representative Yun Tao Li, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must compensate the Tenants in the amount of \$548.00 and pay an administrative fine of \$2,000.00.
2. The application is amended to add Kexin Yuan as a tenant. The parties agreed that both applicants entered into a joint tenancy agreement with the Landlord.

Landlord gave N12 for own use in bad faith

3. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenants to prove each of the following on a balance of probabilities:
 - The Landlord gave the Tenants an N12 notice of termination under section 48 of the Act;
 - The Tenants 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 Tenants vacated; and
 - The Landlord served the N12 notice of termination in bad faith.

4. The Tenants filed their application within one year of vacating the rental unit which is required under section 57(2) of the Act.
5. The parties agree that a presumption of bad faith is engaged in this case as outlined in section 57(5) of the Act. This is because the Landlord listed the rental unit for rent on July 22, 2025. As a result, it is the Landlord's burden to disprove that the notice of termination was served in bad faith.
6. The Tenants testified that prior to receiving an N12 notice, the Landlord attempted to raise the rent from \$2,825.00 to \$3,200.00. While the Landlord's offer to raise the rent included additional services and facilities, and specifically the use of a parking spot and a locker, the Tenants declined to enter into a new agreement with the Landlord. Following this conversation, the Tenants stated that the Landlord then served them with a N12 in order for her in-laws to move into the rental unit.
7. The rental unit is a condo in a condominium complex. At the time of serving the N12 the Landlord was expecting a child and resided in a two-bedroom townhome, which had a den, kitchen, living room, and two washrooms. The Landlord also owned a second rental unit.
8. The Landlord served the Tenants with an N12 notice around March 3, 2025 with a termination date of May 31, 2025. The Tenants testified that they moved out as a result of receiving the notice because they felt it was mandatory. The parties agree that the Landlord's in-laws never moved into the rental unit. Thus, the first three elements of the test under section 57(1)(a) have been met.
9. With respect to whether the Landlord served the notice of termination in bad faith, the Tenants believe that the Landlord served the N12 in order to be able to raise the rent and re-rent it to new tenants.
10. The Landlord testified that on April 15, 2025 her in-laws moved into the second bedroom of her townhome in order to help with the Landlord's newborn baby. The Landlord stated that she intended for her in-laws to live with her for a short time and then begin to reside in the rental unit so that she would have support nearby.
11. The Tenants vacated the rental unit on May 10, 2025. The Landlord testified that on May 19, 2025 she received notice that her mother-in-law's father became seriously ill back home in China. The Landlord stated that after receiving this news, her in-laws ultimately decided to move back to China to be with their family member, and that the notice of termination had been served in good faith because until this point, the Landlord had always intended for them to reside in the rental unit.
12. I found the Landlord's testimony to be inconsistent on a number of points. For instance, the Landlord stated that she only listed the rental unit for rent in July of 2025 in order to recoup one month's worth of rent. However, the advertisement itself shows that the Landlord was seeking a tenant for "4 to 8 months". Additionally, the Landlord testified that almost immediately after moving into her townhome her in-laws decided to leave Canada. However, their move to China did not actually take place until October of 2025.
13. Given the Landlord's prior negotiations about wanting to raise the Tenants' rent, and the pattern of activity surrounding where her in-laws actually lived, I am not persuaded that the Landlord intended for her in-laws to reside in the rental unit for a period of at least one

year. If the Landlord had secured new tenants, they might have resided in the rental unit for the majority of that period. On a balance of probabilities, I find that the Landlord served the N12 notice of termination in bad faith. The Landlord did not rebut the presumption of bad faith.

Remedies

14. The Tenants sought \$22,600.00 as an abatement of rent. The Tenants stated that they calculated this sum by multiplying their monthly rent by the number of months they resided in the rental unit. No sum is ordered. The Tenants did not provide a rationale as to how this amount was calculated in relation to the impacts on their use and enjoyment of the unit.
15. The Tenants sought a fine in the amount of \$5,000.00. The Landlord is ordered to pay a fine in the amount of \$2,000.00 for showing a disregard for the Act. The Landlord's advertisement for rent demonstrates that she intended to secure a tenant for the majority of the one-year period referred to in section 48(1). I am satisfied that a \$2,000.00 fine is sufficient to deter future conduct of the same kind.
16. The Tenants sought \$600.00 in move out costs. No sum is ordered. The only evidence of incurring this amount is an unlabelled e-transfer receipt which does not demonstrate what the e-transfer was for. The Tenants sought \$500.00 for damages related to the stress that Tenant Kefan experienced in needing to move out of the unit and urgently relocate and pack, while simultaneously attending school. \$500.00 is ordered as general compensation given that the Tenants had to move out in haste with approximately two months notice.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$548.00. This amount represents:
 - \$500.00 for general compensation;
 - and \$48.00 for the application filing fee.
2. The Landlord shall pay the Tenants the full amount owing by April 19, 2026.
3. If the Landlord does not pay the Tenants 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 Tenants have 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 \$2,000.00 by April 19, 2026.

April 8, 2026
Date Issued

Madeline Ntoukas
 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.