



Order under Section 57 Residential Tenancies Act, 2006

Citation: Walker v Narayanasamy, 2026 ONLTB 27013

Date: 2026-04-10

File Number: LTB-T-060299-25

In the matter of: 12 SNAPDRAGON SQ
BRAMPTON ON L6P3K4

Between: Cylene Walker Tenant
Curtis Walker

And

Suresean Narayanasamy Landlord

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Cylene Walker and Curtis Walker (the 'Tenant') applied for an order determining that Suresean Narayanasamy (the 'Landlord') gave a notice of termination in bad faith.

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

Only the Tenants attended the hearing.

As of 9:22 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.

Dineash Suresean attended 9:44 a.m., for the Landlord once the matter had already concluded.

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 Tenants \$8,748.00 as outlined below.
2. This application is brought pursuant to s. 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') which states:

57(1) The Board may make an order described in subsection (3) if, on application by a former tenant of a rental unit, the Board determines that,

(a) the landlord gave a notice of termination under section 48 in bad faith, the former tenant vacated the residential unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and no person referred to in clause 48(1)(a), (b), (c) or (d) occupied the rental unit within a reasonable time after the former tenant vacated the unit.

3. To succeed on this application the Tenant must lead sufficient evidence to establish, on a balance of probabilities, that:
 - a) The Tenant was served a notice of termination under s. 48;
 - b) the Tenant vacated the unit as a result of the Landlord's notice;
 - c) the notice was given in bad faith; and
 - d) the Landlord did not move into the unit within a reasonable period of time after the Tenant vacated.
4. As the Landlord was not in attendance, the matter proceeded to hearing evidence of Tenants uncontested. I found their testimony to be credible and consistent.
5. The Tenants moved into the basement 2-bedroom unit on July 1, 2022, the monthly rent was \$1,700.00. They resided there with their young daughter.
6. On or about July 16, 2024 the Landlord served the Tenants a N12 notice of termination on the basis that the unit was required for his child's use with a termination date of September 30, 2024.
7. The Tenants submitted that they vacated the rental unit on August 1, 2024 as a result of the Landlord's notice. That this was after the Landlord attempted to increase their rent unlawfully by \$550.00 extra per month, after he attempted to persuade them to sign an N11 form as left for them on March 12, 2024, and after the Landlord attempted the service of an invalid N13 notice to renovate the unit.
8. As the Tenants were not complying with the Landlord's demands, he threatened to remove their appliances and the A/C unit, controlled from the upper floor as occupied by the Landlord would be shutoff during some periods of time. This made temperatures uncomfortable.
9. The Tenants moved into a smaller 2-bedroom basement rental unit, new rent is \$2,000.00 per month, the lease was evidenced in (DOC-7553332), this representing an increase of \$300.00 per month.
10. The Tenants submit that the Landlord's child did not move into the unit. That they found the unit listed for sale for \$1,259.00 on September 24, 2024 on a variety of sites with the original listing date of September 20, 2024 (DOC-7480853). Listed without any renovations to the basement that the Tenants could see.

11. Pursuant to s. 57(5), since the unit was listed for sale less than one year after the Tenants vacated the unit, it is presumed, unless the contrary is proven on a balance of probabilities, that a landlord gave notice of termination in bad faith if the landlord advertises the unit for sale within one year of the tenants vacating the unit. Given the uncontested evidence, I find the Landlord gave the Tenants the notice in bad faith.
12. On the basis of the uncontested evidence before me, the Tenants proved all the requirements in subsection 57(1)(a).

Remedies

Rent differential

13. The Tenants submitted that they moved into a rental unit that is about half the size of the former rental unit. This required them to transfer their daughter to a new school that is much further from the new home creating additional travel time. Therefore, I find that the Landlord must pay the Tenants \$3,600.00 for the increased rent that the Tenants have incurred for a one-year period after the Tenants moved out of the rental unit.

General Compensation

14. The Tenants also seek \$20,400.00 in compensation as the move created a situation where one of the Tenants lost their job due to time taken for looking for new housing, moving expenses and the experience of having to move.
15. 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]

16. The Tenants occupied the rental unit from July 2022 to August 2024 and vacated in reliance on the N12 notice. The Landlord's conduct disrupted the Tenant's ability to remain housed and interfered with the Tenants use and enjoyment of the rental unit. Having regard to all the circumstances, while the Tenants did not provide evidence of job loss, I do however appreciate that the move has created a number of negative impacts upon them. First the task of having to house hunt, finding a rental unit that is not equivalent to the unit they moved from, a unit that costs more monthly and having a location which meant uprooting from the community that they were familiar with. I also take note of the impact upon their daughter who had to move away from her school and peers. Given the forced move, the finding of bad faith, and the Tenant's reasonable mitigation, I find that general compensation equal to three months' rent is fair. Calculated at a last monthly rent of \$1,700.00, the amount is calculated as $\$1,700.00 \times 3 = \$5,100.00$.

17. Therefore, I find that the Landlord must pay the Tenants \$5,100.00 for general compensation.

18. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$8,748.00. This amount represents:
 - \$3,600.00 for increased rent the Tenants have incurred for the one-year period from August 1, 2024 to July 31, 2025.
 - \$5,100.00 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 21, 2026.
3. If the Landlord does not pay the Tenant 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.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 10, 2026
Date Issued

Alicia Johnson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

