



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

**Citation:** BLONDAL v AMINI, 2026 ONLTB 27595

**Date:** 2026-04-02

**File Number:** LTB-T-035618-25

**In the matter of:** 340 RANEE AVE  
NORTH YORK ON M6A1N8

**Between:** Erik Blondal Tenant

**And**

Vanitha Krishnamurthy Landlords  
Venkatesh Srinivas

**And**

Samir Amini Intended Purchaser

Erik Blondal (the 'Tenant') applied for an order determining that Vanitha Krishnamurthy and Venkatesh Srinivas (the 'Landlords') and Samir Amini (the 'Intended Purchaser') gave a notice of termination in bad faith.

This application was heard by videoconference on January 21, 2026.

The Landlords, the Tenant and the Tenant's Legal Representative, Brittney-Rose Ward, attended the hearing.

As of 9:53 a.m., the Intended Purchaser 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 and Landlords' evidence.

### **Determinations:**

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Intended Purchaser must pay the Tenant \$20,448.00. The claims against the Landlords are dismissed.

2. Subsection 57(1)(b) 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 49 of the Act;
  - The Tenant vacated the rental unit as a result of the N12 notice of termination;
  - No person referred to in subsection 49(1) or 49(2) 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. In *Elkins v. Van Wissen*, 2023 ONCA 789, the Court of Appeal for Ontario held that when deciding a T5 application relating to an N12 served for purchaser's own use under section 49 of the Act, the LTB must consider both the landlord's and the purchaser's good faith. After making both those determinations, the LTB must then consider what orders to make in respect of the landlord and the purchaser.
4. On an application to the Board, the person who alleges a particular event occurred has the burden of proof to establish that it is more likely than not that their version of events is true. In a T5 application, the burden typically falls on the tenant to establish that the notice of termination was served in bad faith.
5. In this case, it was undisputed that the Landlords gave the Tenant an N12 notice of termination ('N12 notice') on February 26, 2024 with a termination date of April 30, 2024 indicating that the Intended Purchaser, Samir Amini, intended to occupy the unit. The Tenant vacated the rental unit on April 30, 2024 pursuant to that N12 notice.
6. The Tenant claims that the Intended Purchaser did not occupy the rental unit within a reasonable time after the Tenant vacated and that the Landlords' N12 notice was given in bad faith.
7. The Tenant testified that after vacating the rental unit he had driven past the rental property on a few occasions and the rental property appeared vacant.
8. The Tenant further testified that in late July, 2024 he observed the property listed for rent on multiple websites including Kijiji, Zillow, realtor.ca and listingproperty.ca.
9. The Tenant subsequently obtained a parcel register for the rental property which indicated that the Landlords did not sell the property to the Intended Purchaser but that they sold the property to a Yama Amini on July 8, 2024.

#### The Landlords' Good Faith

10. The Landlords testified that they did not know the Intended Purchaser prior to agreeing to sell the property to him. The Landlords received a declaration from the Intended Purchaser which stated that he personally intended to occupy the rental unit. The Landlords and the Intended Purchaser signed an agreement of purchase and sale on February 22, 2024 with a closing date of June 3, 2024. The agreement of purchase and sale was amended later on and the closing date was changed to July 8, 2024 as the Intended Purchaser was having difficulty obtaining financing.

11. The Intended Purchaser had previously waived the condition in the agreement of purchase and sale relating to financing.
12. The Landlords further testified that on the date of closing they were advised by their lawyer that the Intended Purchaser, Samir Amini, was unable to obtain financing and would not be able to purchase the rental property, but his brother, Yama Amini, was prepared to complete the purchase if the Landlords were agreeable.
13. The Landlords stated that they were agreeable to completing the sale to Yama Amini under the same terms and conditions contained in the agreement of purchase and sale with Samir Amini.
14. The closing occurred on July 8, 2024 and the Landlords had no further involvement with the property.
15. The Landlords did not request that Yama Amini complete an affidavit that he intended to move into the rental property. The Landlords relied upon assurances from their lawyer and real estate agent that they had met their obligations.
16. A landlord who takes no steps to confirm that a purchaser actually wants to move into a rental unit is not serving the notice in good faith. However, that is not what happened here. In this case the Landlords did act diligently to confirm the Intended Purchaser's intentions. The Landlords received a written declaration from the Intended Purchaser that outlines his intentions. The Intended Purchaser also waived the conditions relating to obtaining financing to purchase the rental property. The Landlords were only advised on the scheduled day of closing by their lawyer that the Intended Purchaser could not complete the sale, several months after the Tenant vacated. I find that the Landlords took adequate steps to confirm the Intended Purchaser's intention and that based on the information available to the Landlords it was reasonable for the Landlords to believe that the Intended Purchaser genuinely intended to move into the rental unit.
17. For those reasons the claim is dismissed against the Landlords.

#### Intended Purchaser's Bad Faith

18. The evidence before me is that the purchaser intended to purchase the rental property and swore an affidavit of his intention to reside in the rental property as his primary residence after the completion of the sale.
19. The Intended Purchaser waived the condition in the agreement of purchase and sale relating to obtaining financing.
20. The evidence of the Landlords is that the scheduled closing date of June 3, 2024 was extended to July 8, 2024 as the Intended Purchaser had been unable to obtain financing.
21. The Landlords testified that they only found out that the Intended Purchaser had not received financing on the scheduled closing date of July 8, 2024.
22. The Intended Purchaser failed to attend the hearing and provide testimony or submissions to explain the change in circumstances.

23. Based on the evidence before me I do not find that the Intended Purchaser acted diligently to maintain a genuine intention to purchase the property and move in. The Intended Purchaser had an obligation to keep the Landlords apprised of changes affecting the sale of the rental property and failed to do so. The Intended Purchaser did not move in. AS a result, I find that the N12 was served in bad faith.
24. I am not satisfied by the argument raised in the hearing that because the Landlords ended up selling the property to another purchaser that the notice was served in good faith. The Act does not allow a landlord to evict a tenant because they want to sell an untenanted property. The Act only allows a landlord to evict a tenant if a specific purchaser is planning on moving in. The Landlords cannot simply substitute one purchaser for another.

Is Yama Amini a proper party?

25. The Tenant named Yama Amini the individual who ultimately purchased the rental unit on July 8, 2024 as a Purchaser in this application.
26. The evidence before me is that the Landlords gave the Tenant a notice of termination of the tenancy on behalf of the Intended Purchaser, Samir Amini, pursuant to section 49 of the Act.
27. The Landlords did not have any direct correspondence with Yama Amini. They were advised by their lawyer on the closing date that Samir Amini was unable to obtain financing and would not be able to proceed with the purchase of the rental property, but his brother Yama Amini was prepared to complete the purchase if the Landlords were still agreeable.
28. Neither the Tenant, nor the Landlords were able to provide any evidence that Yama Amini was aware that the property was tenanted at the time the agreement of purchase of sale was entered into and whether he knew that there was a declaration that Samir Amini had intended to reside in the rental unit and had provided the Landlords that declaration in support of a notice of termination served on the previous Tenant.
29. In the circumstances I don't believe Yama Amini is a proper party to this application, and he will be removed from this application.

Remedies

30. The Tenant seeks a rent abatement of \$5,200.00 for disruptions in their reasonable enjoyment of the rental property due to constant real estate showings. The purpose of a rent abatement under this application relates to the period of time from when the Tenant was served the N12 notice to the date they vacated the rental unit. The real estate showings occurred prior to that period of time. As such it would not be appropriate to award a rent abatement.
31. The Tenant seeks a difference in rent between the old rental unit and the new rental unit for a period of one year. He described the properties as being similar in size - single detached homes, although his new rental has one less bedroom. The Tenant provided copies of both his previous and current lease agreements. The rent difference between the units is \$1,700.00 per month being \$20,400.00 for one year.

32. Therefore, I find that the Intended Purchaser must pay the Tenant \$20,400.00 for the increased rent that the Tenant has incurred or will incur for a one-year period after the Tenant moved out of the rental unit.
33. The Tenant seeks general compensation in the amount of \$5,000.00 for financial and emotional hardship suffered as a result of vacating the rental unit, and more particularly described this compensation as being for moving costs, legal fees and loss of quiet enjoyment and stress.
34. The Tenant provided no evidence with respect to moving expenses incurred or evidence supporting how the moved caused stress on the Tenant or what affect the stress had on him. Additionally, it would be inappropriate to award costs for legal fees incurred as a result of this application. As such there will be no award for general compensation.

**It is ordered that:**

1. The total amount the Intended Purchaser shall pay the Tenant is \$20,448.00. This amount represents:
  - \$20,400.00 for increased rent the Tenant has incurred for the one year period after vacating the rental unit.
  - \$48.00 for the cost of filing the application.
2. The Intended Purchaser shall pay the Tenant the full amount owing by May 4, 2026.
3. If the Intended Purchaser does not pay the Tenant the full amount owing by May 4, 2026, the Intended Purchaser will owe interest. This will be simple interest calculated from May 5, 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 23, 2026**  
**Date Issued**

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Sean Ramage  
Member, Landlord and Tenant Board

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