



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-071790-25

In the matter of: Basement, 1354 WEIR CHASE
MISSISSAUGA ON L5V2W9

Between: Gareth Daley Tenant
Roshaun Daley

And

Mandeep Grewal Landlord

Gareth Daley and Roshaun Daley (the 'Tenant') applied for an order determining that Mandeep Grewal (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 7, 2026.

The Landlord, the Tenant and the Tenant's legal representative, M. Cameron attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
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. There is no dispute between the parties that the Tenant was served with an N12 notice of termination and the Tenant vacated the unit pursuant to the N12 notice on November 30, 2024, and the house was advertised for sale as of April 2025.
4. Subsection 57(5) (c) of the Act says that if a rental unit is advertised for sale within one year after the Tenant vacates, then the N12 notice is presumed to be given in bad faith

unless the contrary is proven on a balance of probabilities. As such, the Landlord has the onus to prove that the N12 notice was not given in bad faith.

5. The Landlord testified that he gave the Tenant the N12 notice because he required the rental unit for his own use. The Landlord testified that he lived in the upper portion of the house and wanted to regain possession of the whole house. The Landlord testified that he was forced to sell the property due to financial issues with his business.
6. The Landlord testified that he owns a small machine shop. He testified that because of incoming tariffs, the costs to run his shop became unmanageable. He testified that he had to borrow money from his family and take out loans in order to keep it afloat. As a result of money owed to family and lenders, he had to sell his house to pay down the loans and keep his business. He testified that after his house sold, he moved into his parents' basement.
7. In support of his position, the Landlord submitted a list of money he borrowed from family and financial institutions. The list was created by the Landlord. (DOC-7708448)
8. The Landlord testified that he sold his house for about 1.1 million. The proceeds he retained from the sale of the house was approximately \$800,000.00. The Landlord testified that he used that money to pay his employees and paid down some of his outstanding loans.
9. The Tenants position is that it was always the Landlord's plan to sell the property once the Tenant vacated.

Analysis

10. Based on the evidence before me, I am not satisfied on a balance of probabilities, that the Landlord has rebutted the presumption of bad faith. Although the Landlord alleges that they had to sell their home in order to keep their business afloat, the Landlord submitted virtually no documents, and called no witnesses in support of this allegation. It is reasonable to assume that the Landlord would have readily available documents related to his business finances, line of credit statements, loan documents, or increased costs due to tariffs, etc. Without such information, it is not possible to ascertain whether the sale was necessary, and an unforeseen circumstance that may rebut the presumption of bad faith.
11. Therefore, I am satisfied that the Tenant proved all of the requirements in subsection 57 (a) of the Act and that the Landlord gave the Tenant the N12 notice of termination in bad faith.

Remedies

12. The Tenant requested a rent abatement of 100% of his rent for 12 months. The Tenant provided vague testimony concerning an event that happened sometime after the N12 was served in which he testified that the Landlord was hostile to him, and that he was periodically hostile to him until he moved out. I am not satisfied that the Tenant is entitled to a rent abatement based on the testimony he provided. The Tenant did not provide dates when, or a description of how, the Landlord was hostile. As such, I decline to award a rent abatement.

13. The Tenant requested a rent differential totalling \$18,000.00. The Tenant was paying \$900.00 for rent and rent for the new unit is \$2,400.00 (DOC-7681902-page 10-24). The difference in rent is \$1,500.00. In order for the Tenants to be successful, the Board must be satisfied that the rental units are comparable, not necessarily identical.
14. The Tenant testified that the unit he moved out of was a 1-bedroom basement unit that was approximately 900 square feet, where he had use of a shared backyard. He moved into a 1-bedroom condo unit that is approximately 650 square feet. I am satisfied that the Tenant is entitled to the difference in rent.
15. The Tenant requested \$40.00 for costs related to moving. The Tenant testified that this represents gas spent on relocating himself over several trips between the unit. The Tenant provided no receipts to substantiate this amount. As such, I decline to award the requested amount.
16. The Tenant requested general compensation on the amount of \$16,354.48. The maximum amount of general compensation that can be awarded in an application such as this is \$10,800. Which represents 12 months of the last rent charged to the former Tenant, pursuant to subsection 57 (3) 1.1. General compensation is intended to capture the intangible losses suffered as a result of the Landlords' breach.
17. The Tenant testified that he had to buy all new furniture for his rental unit and that the Landlord should be responsible to compensate him for that.
18. I am not satisfied that the Tenant is entitled to general compensation. Testimony I would expect to hear with respect to making a determination about general compensation involves testimony about what impact moving from the rental unit had on the Tenant. The Tenant focused more on the furniture he purchased. I am not satisfied that the Tenant's choice to purchase new furniture for his new place equals an intangible loss that warrants general compensations. As such, I decline to award general compensation.
19. The Tenant requested that the Landlord pay a fine to the LTB. The Board's Interpretation Guideline 16 on Administrative Fines states:

An administrative fine is a remedy to be used by the Board to encourage compliance with the Residential Tenancies Act, 2006 (the "RTA"), and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance.
20. I do not find that this is an appropriate case for an administrative fine. In my view, the Landlord did not demonstrate a blatant disregard for the Act, but rather a lack of understanding which is adequately addressed through the remedy awarded.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$18,048.00. This amount represents:

- \$18,000.00 for increased rent the Tenant has incurred for the one-year period from December 1, 2024 to November 30, 2025.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 28, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by April 28, 2026, the Landlord will owe interest. This will be simple interest calculated from April 29, 2026 at 4.00% annually on the balance outstanding.

April 17, 2026
Date Issued

Emily Robb
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.