



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-056918-25

In the matter of: 33, 6118 KELSEY CRES
Niagara Falls ON L2H0M6

Between: Carrie Kane
Craig Stuckless
Braden Parent

Tenants

APR 23, 2026

And

Jagjit Kanda
Simran Kanda

Landlords

And

Sania Choudrey
Maleek Webster-Simon

Purchaser/Landlords

Carrie Kane, Craig Stuckless and Braden Parent (the 'Tenants') applied for an order determining that Jagjit Kanda and Simran Kanda (the 'Landlords') and Sania Choudrey and Maleek Webster-Simon (the 'Purchasers/Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on April 13, 2026.

The Landlords and the Tenants attended the hearing.

Determinations:

Preliminary Issue

1. As explained below, the Tenants proved the allegations contained in the application against the Purchaser Landlords on a balance of probabilities. Therefore, I have ordered the monetary damages set out below.
2. As explained below, the Tenants did not prove the allegations contained in the application against the original Landlords on a balance of probabilities. Therefore, the application is dismissed against Simran Kanda and Jagijit Kanda (Landlords Kanda and Kanda).

3. The Purchaser Landlords delivered an invalid N12 Notice to the Tenants in person on May 3, 2025. The Notice was dated May 2, 2025 and purported to terminate the tenancy on May 6, 2025. Despite the numerous defective aspects of the Notice, including the failure to provide at least 60 days notice, the Tenants elected to vacate the rental unit because they had suffered years of eviction threats from the Landlords Kanda and Kanda and could not withstand any further eviction efforts.
4. The Tenants have brought this application against both the Landlords Kanda and Kanda as well as the Purchaser Landlords who delivered the Notice because they believe that the two sets of Landlords colluded to terminate the tenancy with some type of sham inter-family fraudulent sale.
5. While I am sympathetic to the Tenants arguments, and suspicious of the relationship between the parties and their years of harassment of the Tenants, the Tenants' evidence did not rise to the level of proving collusion among the parties.
6. The *Residential Tenancies Act, 2006* (the 'Act') defines a landlord as "the owner of a rental unit". It is this relationship between the owner of a rental unit and the tenant who occupies it that is underpinning of the Act and its remedies.
7. The Landlords Kanda and Kanda did not deliver the N12 Notice which resulted in the termination of the tenancy to the Tenants; whereas, the Purchaser Landlords did so. In fact, the N 12 Notice was delivered following the sale of the rental unit by the Landlords Kanda and Kanda to the Purchaser Landlords on or about April 3, 2025. Once that sale occurred, the Landlords Kanda and Kanda ceased to be Landlords and the Purchasers became the Landlords. Therefore, at the time of the delivery of the N12 the landlord and tenant relationship between the Tenants and the Landlords Kanda and Kanda had ended and the LTB has no jurisdiction to makes an order against them. Accordingly, I have removed the Landlords Kanda and Kanda from this application and the Order that follows is made only against the Purchaser Landlords.
8. By way of background, the original Landlords are father and daughter. The Purchaser Landlords are both licensed mortgage agents and Ms. Choudrey is also a practising lawyer.
9. The hearing took place over the course of a full day because each of the Landlord parties wished to testify. The matter was complicated by the fact that the Purchaser Landlords have now separated, as described below. And the Tenants attempted to establish a case of collusion which required evidence to be given by Ms. Kanda.

N12 Given in Bad Faith

10. 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.
11. The Tenant proved all of the requirements in subsection 57(1)(b) namely; the Landlords gave the Tenants an N12 Notice; the Tenants vacated pursuant to that notice; the Landlords failed to occupy the rental unit for a period of one year following the termination of the tenancy; and the Landlords served the N12 Notice in bad faith.
12. As stated above, the Tenants endured many threats of eviction from the Landlords Kanda and Kanda over the course of their almost 8 year tenancy. In short, the Tenant Carrie Kane testified that throughout the tenancy, Ms. Kanda requested above guideline rent increases and told her on numerous occasions that the property might be sold because her father was retired and was only earning \$30,000.00 per year, an amount which was insufficient to meet his living needs. The Tenants regularly, begrudgingly, agreed to the above guideline increases.
13. Finally, in January of 2023 the parties signed a 2-year tenancy agreement in exchange for the Tenants agreeing to an increase of rent from \$1324.00 per month to \$1550.00 per month. The lease period was to expire on March 1, 2025. After the first year, Ms. Kanda asked for a meeting with the Tenants and advised that her father would pay their difference in rent for a year if the Tenants would just move out. The Tenants refused.
14. In December 2024, Ms. Kanda advised that the property was being sold. On December 20, 2024 Ms. Choudrey came to view the unit. On February 9, 2025, Ms. Kanda advised the Tenants by text that Ms. Choudrey would not be buying the property but that another cousin would be purchasing the property. On April 8, 2025, the Tenants received a notice from Niagara Energy advising that their account would be closed because the property had been sold. On April 10, 2025, the Tenants received an email advising that henceforth the rent should be paid to the Purchaser Landlords. On May 3, the Landlord Webster-Simon attended the rental unit and delivered the defective N12.
15. As stated above, the Tenants took the view that eventually they would be evicted so they searched for a new rental unit and returned the keys to the Landlords on or about June 15, 2025.
16. On July 3, 2025, the Tenants found an advertisement on Air BnB advertising the unit. The unit was also advertised on Kijiji. Exhibit 1 to the hearing (DOC 7577617) consisted of 39 pages provided evidence of the listings. The Tenants drove by the rental unit on various occasions and noticed many different vehicles in the driveway. The neighbours told the Tenants that a woman and her child have now moved in and that the child goes to the local school. All of these facts established a prima facie case of bad faith on the part of the Purchaser Landlords.
17. The Purchaser Landlords admitted that the rental unit was rented out on Air BnB for 8 weekends to defray the mortgage costs but denied that the unit was available rent during

the week as was shown by the Tenants' evidence. Mr. Choudrey testified that it was just a glitch in the Air BnB website that showed the unit available for rent during the week.

18. I am satisfied that the evidence establishes that the rental unit advertised on Air BnB less than a month after the Tenants vacated. Therefore, in accordance with s57(5) of the Act there is a presumption that the N12 Notice was served in bad faith and the onus is on the Landlords to prove that it was not served in bad faith.
19. I have summarized the evidence of both Purchaser Landlords for ease of understanding of their position. The Landlords testified that they were completely unprepared for home ownership. They testified that they did not expect the Tenants to actually move out of the unit on the Termination Date and complained that the Tenants did not give them advance notice of the date on which they intended to vacate the unit because they, the Purchasers, determined that they could not actually afford the mortgage payments without the rental income. In fact, they hoped that the Tenants would stay at least until July so that the financial situation could be sorted out. At this point in time, Ms. Choudrey was unemployed because she had failed the bar exam and lost her job with her prospective law firm. Each of the Purchaser Landlords were living at home with their parents. Mr. Webster-Simon hoped that his mother would move in with them and vacate her own rental unit.
20. Ms. Choudrey testified that the couple began moving things into the rental unit on June 16 and Exhibit 5 is a photo of the couple in the front foyer smiling for the camera. She changed her driver's license to the address of the rental unit and in December 2025 also changed her car insurance to the rental address; however, by that time she had returned to living with her mother as described below.
21. Ms. Choudrey testified that sometime in August she returned to the rental unit unexpectedly to find Mr. Webster-Simon in the embrace of another female. She terminated their relationship. He moved home with his mother. She moved home to her mother's home because her mother has traveled to India for an extended period and Ms. Choudrey is required to look after her brothers.
22. As for the woman currently occupying the rental unit with her son, Ms. Choudrey testified it was an extended family member that she is helping out. She testified that she is not charging her rent and that this unnamed female occasionally contributes to groceries and property upkeep. Ms. Choudrey testified that she has started employment with a law firm and that she is making the mortgage payments.
23. I have concluded, on the totality of the evidence that the Landlords have not rebutted, that the N12 notice was delivered in bad faith. The Purchaser Landlords did not have a reasonable workable plan to move into this rental unit. The evidence falls short of establishing that the sale and purchase were undertaken to deceive the Tenants; however, what is certain is that the Purchaser Landlords were never really committed to living in the rental unit for the period of a year when they served the N12 Notice.
24. The Purchaser Landlords did not pay the Tenants the compensation equal to one month's rent by the termination date on the N12 as required by s.48.1 of the Act. The Tenants commenced an application before the LTB to enforce their right to payment. The money was eventually paid and the application withdrawn but the Landlords complained about the

Tenant's conduct in this regard testifying that they, the Landlords, did not know the law. During the hearing, I directed the Landlords, one a lawyer and both mortgage agents to the clause in the N12 that clearly sets out the requirement for compensation.

Remedies

25. The Tenants testified that their new rental unit is only 1045 square feet whereas the rental unit was between 1250 and 1400 square feet and was not an end unit buffeted on either side by other townhouses. The rental unit was only 10 years old whereas the new rental unit was built in 1945. This is relevant to the issue to the increased hydro and gas bills claimed by the Tenants because the new unit is not as well insulated. The hydro and gas bills are set out in Exhibit 19 (DOC7577631) pages 36 to 71 of that document. The total increase in these utilities is \$521.59 (\$480.31 plus \$41.28).
26. Exhibit 17 (DOC7577631) pages 21 through 35 sets out all of the expenses incurred by the Tenants as a result of the move. These expenses include: a UHaul, Canada Post re-direction, some new dressers and beds (purchased very inexpensively on-line) because the old furniture did not fit into the smaller new rental unit, as well as utility set up fees for a total of \$1842.17.
27. The Tenants made claims for medical bills which I have not allowed as the Tenants candidly admitted that their medical conditions pre-dated the unlawful termination of the tenancy and do not arise from it.
28. The Tenants also testified, without being challenged, that the move was very stressful for their son who suffers from Aspergers Syndrome and required their daughter to move away from home because the new rental unit cannot accommodate her. When asked why the family did not try to rent a bigger unit in the same neighbourhood, the Tenant replied that she was looking for a unit that is governed by Ontario Government guideline rent increases because the family cannot afford to be in a unit where large rent increases will occur. I accepted this evidence. The fact of these serious impacts on a family that had lived in this home for almost 8 years has factored into the quantum of my award of general damages.
29. Also in regard to the claim for general damages, I find that the blatantly calculated removal of the Tenants from their family home without even a proper plan by the Tenants to occupy the unit is exactly the type of wrong that the legislature is attempting to address by a claim for general damages and I believe that the circumstances of this case warrant the maximum award of such damages.
30. I find that the claim for rent abatement of \$9,300.00 is not made out in the circumstances because it refers to a claim against the Landlords against whom the application has dismissed and not appropriate against the Purchaser Landlords who I have found are the only proper Respondents.
31. The Tenants current rent is \$2250.00 per month in comparison to the old rent of \$1550.00 and therefore I find that the Landlord Purchasers must pay the Tenants \$8,100.00 for the increased rent that the Tenants have incurred and will incur for a one-year period after the Tenants moved out of the rental unit.

32. I find, as set out in paragraphs 24 and 25 above, that the Landlord Purchasers must pay the Tenant \$2,363.76 for the reasonable out-of-pocket moving, storage and other like expenses that the Tenants have incurred as a result of having to move out of the rental unit.

33. I find that the Landlord Purchaser acted in bad faith in removing this family who had lived in the rental unit for 8 years from their home and that as a result they must pay the Tenants \$18,600.00 for general compensation.

It is ordered that:

1. The total amount the Landlord Purchasers shall pay the Tenant is \$29,111.76. This amount represents:
 - \$8,100.00 for increased rent the Tenants will incur for the one-year period.
 - \$2,363.76 for the reasonable moving, storage and other like expenses that the Tenants have incurred as a result of having to move out of the rental unit.
 - \$18,600.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord Purchasers shall pay the Tenant the full amount owing by May 4, 2026.
3. If the Landlord Purchasers do not pay the Tenant the full amount owing by May 4, 2026, the Landlord Purchasers will owe interest. This will be simple interest calculated from May 5, 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 23, 2026
Date Issued

Christina Budweth
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.