



Order under Section 57 Residential Tenancies Act, 2006

Citation: Hill v Chalupa, 2026 ONLTB 32316

Date: 2026-04-21

File Number: LTB-T-070893-25

In the matter of: 121, 1095 Mississauga Street West
Orillia ON L3V6W7

Between: Julie Leona Hill Tenants
Rick Handy

And

Robert Chalupa Landlord

Julie Leona Hill and Rick Handy (the 'Tenant') applied for an order determining that Robert Chalupa (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 14, 2026.

The Landlord, the Landlord's Representative Lyndsay Dubois, 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 pay to the Tenants the amounts set out below in this order.
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. What this provision means is that in order to succeed on this application the Tenants must lead sufficient evidence to establish it is more likely than not that:

- (a) The Tenants got a notice of termination under section 48;
 - (b) They moved out of the rental unit as a result of the Landlord's notice;
 - (c) The notice was given in bad faith meaning the Landlord (RB) had no intention of moving into the rental unit; and
 - (d) The Landlord did not in fact move into the rental unit within a reasonable time after the Tenants vacated.
4. There is no dispute between the parties that the Tenants were served a notice pursuant to section 48 of the Act on August 1, 2024, and that the Tenants moved out as a result of the Landlord's notice. The dispute is whether or not the Landlord's notice was in bad faith and if he moved into the unit within a reasonable time after the Tenants vacated.

Tenant's Evidence

- 5. The Tenant Julie Hill (JH) testified that there were on going maintenance issue in the rental unit and the Landlord served the N12 to avoid doing the required repairs.
- 6. JH testified that she sent a text message, which included a video, to the Landlord on July 9, 2024, telling the Landlord that the bathtub was leaking into the kitchen. A copy of the text message was submitted as evidence.
- 7. JH testified that the Landlord replied on July 11, 2024, stating that he needs a plan for the repairs. A copy of the message was submitted as evidence. JH further testified that by this time the ceiling was falling apart.
- 8. JH testified that she sent texts to the Landlord on July 18 and 23, 2024 asking the Landlord for updates. Copies of the texts were submitted as evidence.
- 9. JH testified that the Landlord called on July 24, 2024, and said that the work would be done soon but instead of having the work done, the Landlord served them with the N12 notice on August 1, 2024.
- 10. JH testified that text messages continued to be sent to the Landlord to make the repairs and although temporary repairs were made, the repair was never completed.
- 11. JH testified that the Landlord provided a picture on August 14, 2024 of his primary residence flooded.
- 12. JH submitted into evidence 3 letters from 3 different neighbors, all stating that the Landlord never moved into the rental unit.
- 13. JH testified that their new unit was in the same complex and they passed the unit daily, never seeing anyone living in the unit.
- 14. JH submitted a copy of the new lease agreement showing her rent has increased from the \$1,400.00 they were paying, to the \$2,100.00 at their new unit.
- 15. JH testified to and submitted photos of the following:

November 13, 2024 – the unit appearing empty other than a table and some chairs

January 15, 2025 – driveway covered in snow, not maintained

March 3, 2025 – a pile of mail in the hallway and no signs of occupation

May 29, 2025 – no signs of occupation

August 13, 2025 – a spider web on the door with leaves stuck in it showing the door not being used and a fallen bush across the back deck left there

16. JH testified to the moving expenses they incurred which included \$250 for gas for the multiple trips and \$450 they paid to the people that helped them.

17. JH further testified that as a result of the move they suffered anxiety, it affected the children, it caused a financial strain forcing them to each take on 2nd jobs and they had to spend \$1,000.00 to replace the carpets in the new unit due to cat allergies. She further testified that all of these issues were made worse but passing the unit daily, seeing it remain empty.

18. JH testified that the unit was rented to new tenants in October 2025.

Landlord's Evidence

19. The Landlord testified that he purchased the rental in November 2021 as a rental property.

20. The Landlord testified that he served the N12 notice because of a flood which occurred on July 16, 2024 which affected the basement of his parent's home where he was living. A photo of the home with the yard flooded was submitted as evidence.

21. The Landlord testified that the N12 was served so he could move into the unit and was not a result of the maintenance issues in the unit.

22. The Landlord testified that he made several trips moving his belonging into the rental unit and was fully moved in by the end of November 2024.

23. The Landlord testified that he may not have been seen often at the unit as he works at the Toronto airport on continental shifts, working at least 40 hours per week and also has been taking flying lessons. He further testified that depending on his shifts and lessons, he might spend a night at his parents or friends which is closer to the airport. A copy of his flight logs and calendars of his work shifts was submitted as evidence.

24. The Landlord testified that the driveway was cleared and submitted a photo of a snow pile over 6 feet high from multiple snow removals.

25. The Landlord testified that he lived alone in the unit, his belongings and furniture were minimal, and the photos submitted showed a tv, a kurig machine and stuff on the table.

26. Under cross-examination the Landlord testified that there was no issues with the bathtub leaking while he was living in the unit and that he has not repaired the ceiling in the kitchen. He further testified that he moved out of the unit around November 2025.

Analysis

27. Based on the evidence and testimony before me, I find on a balance of probabilities that the Landlord never moved into the rental unit and therefore the serving of the N12 notice was in bad faith.
28. The Tenant's testimony was consistent and was supported by the submitted photos and letters from neighbors that the Landlord did not move into the unit.
29. The Landlord testified that due to a flood at this parents' home in July 2024, he had no place to live and required the unit for his own personal use but he did not provide any evidence as to the condition of his parents' basement as a result of the flood, why two months later, September 30, 2024, when the Tenants moved out, the basement was still not able to be lived in and provided no supporting evidence of the rental becoming his primary residence, such as a driver's licence, bills, pay stubs etc...
30. Although it was uncontested that new tenants moved into the unit in October 2025, the Landlord testified that he moved out of the unit sometime in November 2025.
31. For these reasons, I prefer the evidence of the Tenant and find that the Landlord served the notice of termination in bad faith and has breached section 57(1)(a) of the Act.
32. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.

Remedies

33. The Tenants in their application request the following remedies:

- An administrative fine
- Rent differential totalling \$8,400.00
- Moving expenses totalling \$700.00
- General compensation in the amount of \$5,000.00

Administrative Fine

34. The Board's Guideline 16 suggests that the purpose of a fine is to encourage compliance with the Act and to deter landlords from engaging in similar activities in the future. It goes on to say, "this remedy is most appropriate in cases where the landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance."
35. I find that the actions of the Landlord in this case do demonstrate a blatant disregard for the Act. However, I find that the remedies already awarded should provide adequate

deterrence from engaging in similar acts. Therefore, I do not consider a fine to be appropriate in the circumstances.

Rent Differential

36. It was uncontested that the Tenants moved into another unit in same complex and no evidence was submitted by either party of any differences between the old and new unit.
37. In considering a rent abatement, the Board must consider whether the rental units are comparable, although they need not be exact. Without evidence to the contrary, I find the units to be comparable and that the tenants are entitled to the rent differential.
38. The tenants were paying \$1,400.00 per month at the rental unit and their new rent in \$2,100.00 per month. The Tenants are paying \$700.00 more per month. $\$700.00 \times 12 \text{ months} = \$8,400.00$. The Landlord shall be ordered to pay the rent differential in this amount.

Moving Costs

39. The Tenants have claimed \$700.00 for moving costs and have calculated those expenses based on the cost of gas for many trips and the payment for three helpers at \$150.00 each. As the Tenants provided no receipts for these costs claimed, I will not award those.

General Compensation

40. The Tenants seek an order for general damages in the amount of \$5,000.00 pursuant to section 57(3)1.1 of the Act. This subsection permits the Tenant to seek general compensation up to the equivalent of one year's rent at the last rent charged. The last rent charged was \$1,400.00.
41. The Tenants claim general compensation based on the impact of leaving their home. The Tenants submitted that the move created anxiety, had a negative effect on their children, created a financial strain which required them each to take on a second job, and caused them to spend \$1,000.00 to replace carpets in the new unit due to existing allergies to cats. The Tenants submit the effects of the move were made worse by the fact that the unit remained empty.
42. Based on the Tenants' submissions, I am satisfied that the tenants experienced a certain amount of 'pain and suffering' and that was caused by the fact that the landlord acted in bad faith in delivering the N 12 notice and forcing the tenants out of their home. I am satisfied that the Tenants suffered unnecessary inconvenience as a result of the forced relocation from their home.
43. Therefore, I find that the Landlord must pay the Tenant \$5,000.00 for general compensation.
44. The Tenants incurred costs of \$48.00 for filing the application and is entitled to an order for those costs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$13,448.00. This amount represents:
 - \$8,400.00 for increased rent the Tenants have incurred.
 - \$5,000.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 31, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 31, 2026, the Landlord will owe interest. This will be simple interest calculated from June 1, 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 21, 2026
Date Issued

Brenda Mercer
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.