



Order under Section 57 Residential Tenancies Act, 2006

Citation: Al-Jaradat v Nambiar, 2026 ONLTB 33246

Date: 2026-04-30

File Number: LTB-T-083627-25

In the matter of: 303, 303-225 WINTERFELL PRIVATE 303
OTTAWA ON K1G4J1

Between: Ayman Al-Jaradat Tenant

And

Rajesh Nambiar Landlord

Ayman Al-Jaradat (the 'Tenant') applied for an order determining that Rajesh Nambiar (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 15, 2026.

The Tenant, the Landlord and the Landlord's legal representative, B. Richardson, attended and participated in the hearing. The Landlord's witness, M. DaSalvo, attended but did not participate in the hearing, as his evidence was not required to determine the application.

Determinations:

The Landlord Gave the Tenant a Notice of Termination in Bad Faith.

1. The Landlord did not dispute the Tenant's evidence that the Tenant vacated the rental unit because the Landlord gave a Form N12 notice of termination under subsection 48(1) of the *Residential Tenancies Act, 2006* (the 'Act'). The notice states the Landlord and his family require the rental unit for their own residential use.
2. At the hearing, the Landlord conceded that he did not intend to occupy the rental unit with his family on a full-time basis when he gave the notice of termination to the Tenant. Instead, the Landlord testified that he and his family intended to occupy both the rental unit and the principal matrimonial home on a part-time basis.
3. Following the Divisional Court's reasons in *MacDonald v. Richard*, [2008] O.J. No 6076 (Div. Ct.), I find the Landlord was not entitled to give the Tenant a notice of termination under subsection 48(1) of the Act. In that decision, the Court upheld a Board order that ruled that part-time residential use of a rental unit is inadequate to end a tenancy under subsection 48(1) of the Act.

4. I therefore find the Landlord gave the notice of termination in bad faith. The Landlord's admission that he did not intend to occupy the rental unit on a full-time basis is sufficient to make the determination.
5. Notwithstanding my finding of the Landlord's "bad faith" pursuant to subsection 48(1) of the Act, I stress there is no evidence the Landlord acted with malice, or any other ill-intent, when he gave the Tenant the notice of termination. The Tenant did not contest the Landlord's description of extraordinary and highly personal circumstances that led the Landlord and his family to wish to live in the rental unit on a part-time basis.

Remedy

6. Having proven the Landlord did not have the right to give a notice of termination under subsection 48(1) of the Act, the Tenant is entitled to a remedy under subsection 57(3) of the Act.

Rent Differential

7. At the hearing, the Tenant requested an order requiring the Landlord to pay the difference in rent the Tenant paid in the one-year period after vacating the rental unit, pursuant to subsection 57(3)1 of the Act.
8. The Tenant testified that he immediately began searching for new accommodation when he received the Form N12 notice of termination on October 1, 2024. The Tenant believed that rents were rising and that there was a low supply of adequate housing for his family. The Tenant described a sense of urgency to find a new home as quickly as possible. When he found a relatively affordable rental unit, he gave the Landlord a substantially compliant notice to end the tenancy on or about November 1, 2024, pursuant to subsection 48(3) of the Act.
9. On November 1, 2024, the Tenant and his family moved to a smaller rental unit that is farther from work. The Tenant gave evidence that the monthly rent at the new accommodation was \$2,576.00 when his new tenancy began. A copy of his new tenancy agreement shows the base rent was \$2,196.00, with additional charges for parking, a storage locker, bicycle storage and internet services.
10. While I am mindful of the Landlord's legal representative's submission that if an order is made pursuant to subsection 57(3)1 of the Act, the Board should consider only the base rent of \$2,196.00 when calculating the appropriate remedy, the Landlord did not dispute the Tenant's testimony that rent at the rental unit included the use of a parking space and a storage locker adequate to store the Tenant's bicycle. The Landlord also did not dispute the Tenant's testimony that he could not opt out of the Landlord's internet service.
11. In the circumstances, I find it is appropriate to consider the total lawful rent identified in the Tenant's new tenancy agreement – \$2,576.00 – for the purpose of determining a remedy under subsection 57(3)1 of the Act. Since the Tenant enjoyed parking and storage facilities at the rental unit, his claim for those facilities at his new accommodation is reasonable.

12. The Tenant did not dispute the Landlord's evidence of rental advertisements for units closer to the rental unit and with lower monthly rents. I find, however, that the Tenant's explanation for renting a smaller unit, at greater cost and distance from work, is credible and reasonable. The Tenant acted promptly to ensure his family remained housed. His decision to take the first relatively affordable rental unit that could accommodate his family was reasonable in the circumstances; and evidence of more affordable rental housing near the rental unit does not affect my exercise of discretion under subsection 57(3)1 of the Act.
13. The Landlord agreed the Tenant's monthly rent was \$1,850.00 when the Tenant vacated on November 1, 2024. The Landlord shall therefore pay the Tenant **\$8,712.00** for the increased rent the Tenant paid in the one-year period from November 1, 2024 to October 1, 2025.

Compensation for Longer Commute to Work and Reduced Floor Space

14. The Tenant did not introduce reliable evidence of his out-of-pocket costs to commute to work. The Tenant did not, for example, submit proof of ride-share or public transportation costs. Also, since the Tenant chose to reside in his new accommodation, the Tenant's claims for time spent traveling to work based on his hourly wage and for reduced floor space are too remote from the Landlord's act of giving the Form N12 to merit a remedy. There shall accordingly be no order under subsection 57(3)1.1 of the Act.

Out-of-Pocket Moving and Storage Costs

15. The Tenant did not have reliable evidence that a member of his household paid \$150.00 in moving costs. The person who allegedly paid the amount did not participate in the hearing and the Landlord did not have a receipt or any other evidence of moving costs. In the circumstances, I find the Tenant's evidence of out-of-pocket moving costs is not reliable, and there shall accordingly be no order under subsection 57(3)1.2 of the Act.

General Damages

16. The Tenant did not introduce reliable evidence that showings of the rental unit to potential purchasers caused or exacerbated a medical condition among any member or members of the household. There was no evidence of a diagnosis or of any symptom, limitation or restriction that showing the rental unit could reasonably have affected.
17. I find the Tenant exaggerated the impact that showings had on him and his family. Although the Tenant described severe stress and anxiety, he conceded in his evidence-in-chief that he recalls only one showing that upset him. The Tenant testified that up to five people viewed the property that day, with some people opening closets to view storage space.
18. I find the Tenant's description of the potential purchasers' actions, without evidence of any underlying medical condition or other personal characteristic, inconsistent with the Tenant's claim of extreme stress and anxiety.
19. The Tenant did not claim that any of the showings was done without proper notice under subsection 27(2) of the Act, and he did not introduce evidence to determine that five

showings in one day was unreasonable or inconsistent with industry standards. In the circumstances, I find the Tenant did not prove losses or injuries that merit an order for general damages under subsection 57(3)4 of the Act.

20. All the reasons for this order are contained herein, and no further reasons will be given.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is **\$8,760.00**. This amount represents:
 - **\$8,712.00** for increased rent the Tenant paid for the one-year period from November 1, 2024 to October 1, 2025; and
 - **\$48.00** for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 11, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 11, 2026, the Landlord will owe interest. This will be simple interest calculated from May 12, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has/have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 30, 2026
Date Issued

Harry Cho
Vice Chair, 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.