



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

File Number: LTB-T-051450-25-AM

In the matter of: 97 EAGLECREST ST
KITCHENER ON N2K0C4

Between: Adrienne Grec Tenant
Joe Grec

And

Kirushananth Thirukailayanathan Landlord

On April 24, 2026 the Tenant filed a request to amend the order dated January 16, 2026. The amendments are bolded and underlined.

Adrienne Grec and Joe Grec (the 'Tenant') applied for an order determining that **Kirushananth** Thirukailayanathan (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on December 11, 2025.

Only the Tenants attended the hearing.

The Landlord 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 evidence.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Tenant established on a balance of probabilities that the Landlord gave a notice of termination in bad faith.

N12 Notice of Termination

2. The Tenants moved into the rental unit on January 15, 2020. The rental unit is a single-family home which has a double car garage, four bedrooms, a den, two and a half

bathrooms, an unfinished basement and backyard for the Tenant's exclusive use. The Tenant was paying \$2,300.00 per month for rent.

3. The Tenant provided a copy of the N12 notice of termination (N12) served to them by the Landlord with a termination date of October 15, 2023. This notice resulted in termination of tenancy effective July 15, 2024 based on LTB order LTB-L-078704-23.
4. 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.
5. The Tenant proved in their testimony and uncontested evidence that the first two elements of this test were satisfied.
6. It is the Tenant's position that the Landlord served the N12 in bad faith as the Landlord did not move in within a reasonable time.
7. The Tenant Joe Grec (JG) testified he attended the rental unit on or about July 15, 2024 to return the keys in their possession to the Landlord, however JG was greeted by another family, not the Landlord.
8. Over a period of one year from the Tenant vacating, they drove past the rental unit and noticed two cars frequently parked in the driveway. The Tenant provided a copy of an e-mail from their previous representative which indicated neither license plate was registered to the Landlord. Each of the license plate were registered to a name that was not the Landlord's.

Analysis

9. Based on the uncontested evidence before me, I am satisfied the Tenant has proven on a balance of probabilities that the Landlord gave the N12 in bad faith. I find the Tenant moved out of the rental unit in response to the N12.
10. I find that there was sufficient evidence to establish the Landlord did not move into the rental unit within a reasonable time. Rather, the evidence before me suggests the Landlord did not move into the rental unit at all.
11. For these reasons, the Tenant's application is granted.

Remedies

12. The Tenant is entitled to remedies as a result of the Landlord's breach of the Act. The Tenant requested a rent differential, a find paid to the Board, moving costs, and general compensation.

13. The Tenant provided a copy of the lease for their new rental unit with a rental amount of \$4,000.00. The Tenant Adrienne Grec (AG) testified the rental unit is comparable in size, however, lacks a den, which the Tenant used as a home office and has a smaller yard. I find the increase in rent is reasonable. As such, the Landlord will be ordered to pay the Tenant \$20,400.00 for the increased rent that the Tenant has/have incurred or will incur for a one-year period after the Tenant moved out of the rental unit.
14. AG testified the Tenants used to store their trailer in the yard at the rental unit. The new rental unit has a smaller yard, and therefore the Tenants have incurred expenses to store their trailer elsewhere. The Tenants provided a copy of the storage receipts for the trailer; the monthly amount from September 2024 to February 2025 was \$235.05 and the monthly amount from March 2025 to November 2025 was \$256.50 for a total of \$3,718.80. The Tenants also provided a receipt for moving which totaled \$5,006.89. I find these costs to be reasonable. The total cost would equal \$8,725.69 however, the Tenants claimed \$8,084.89 in their application. As such, the Landlord will be ordered to pay \$8,084.89 for the reasonable out-of-pocket moving, storage and other like expenses that the Tenants incurred as a result of having to move out of the rental unit.
15. The Tenants sought \$9,579.06 in general compensation. The Tenants live with their 17-year-old nephew. The new rental unit is a 20–25-minute drive one way to the nephew's high school. Given the nephew had one year left of school, the Tenants did not relocate the nephew's school. This resulted in the Tenants having to drive up to 40-50 minutes each day for the nephew's commute. The Tenants also kept the same doctors and dentists which are in the same 20–25-minute one way distance from the new rental unit. The Tenants own their business and work from home. The move resulted in lost wages and updating their company information with the municipalities and business licenses cost them in fees. The Tenants estimated \$2,800.00 in billable hours lost and fees paid to update business licenses. The Tenants provided invoices for the home office they built in their basement which offset the lack of den in the new rental unit. The cost to build the home office was \$6,428.76. Based on the evidence provided I find the Tenants' request for \$9,579.06 in general compensation to be reasonable.
16. Finally, the Tenant asked for the Landlord to pay a fine to the Board. According to the Board's Interpretation Guideline 16, fines are typically only imposed where a landlord has shown "blatant disregard" for the Act and other remedies will not provide adequate deterrence. I find that this is not an appropriate case to order an administrative fine. The remedies provided to the Tenant, in my view, are enough to deter the Landlord from future non-compliance with the Act.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$38,111.95. This amount represents:
 - \$20,400.00 for increased rent the Tenants incurred for the one-year period from July 15, 2024 to June 14, 2025.
 - \$8,084.89 for the reasonable moving, storage and other like expenses that the Tenants incurred as a result of having to move out of the rental unit.
 - \$9,579.06 for general compensation.

- \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 27, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by January 27, 2026, the Landlord will owe interest. This will be simple interest calculated from January 28, 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.

January 16, 2026

Date Issued

Elena Jacob

Member, Landlord and Tenant Board

May 1, 2026

Date Amended

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.