



Order under Section 57 Residential Tenancies Act, 2006

Citation: Yao v Lin, 2026 ONLTB 34176

Date: 2026-04-29

File Number: LTB-T-044606-25

In the matter of: 28 EMERY HILL BLVD
MARKHAM ON L6C2W7

Between: Jing Yao Tenant

And

Shan Lin Landlord
Imran Kermalli

And

Imran Kermalli Purchaser

Jing Yao (the 'Tenant') applied for an order determining that Shan Lin and Imran Kermalli (the 'Landlord') and/or Imran Kermalli (the 'Purchaser') gave a notice of termination in bad faith.

This application was heard by videoconference on March 4, 2026.

The Tenant, the Landlord's Legal Representative, Quiling Yang, the Purchaser's Legal Representative, Baron Levi and the Purchaser attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The residential unit is a single family dwelling located at 28 Emery Hill Boulevard in Markham, Ontario.
3. The Tenant moved into the rental unit on October 27, 2017 and vacated the rental unit on January 18, 2025. This application alleges that the Landlord and/or the Purchaser served the N12 notice of termination in bad faith.

Tenant's Evidence (Jing Yao - JY)

4. The Tenant stated there were two LTB orders that stated that he had to move out of the rental unit, one stated that he had to vacate by December 31, 2024 (N12 application) and one stated that he had to vacate by February 25, 2025 (eviction order stemming from breached condition). JY testified that he finished moving his possessions out of the rental unit by January 18, 2025. He stated that he completed the move by himself and that the stress of the move caused him to have a heart attack in February of 2025.
5. JY stated that the Sheriff attended the rental unit on March 12, 2025 because the Landlord filed the documents with the Sheriff's office. He stated that the Landlord is currently attempting to collect the outstanding rental arrears from him in the Small Claims Court.
6. The Tenant stated that he met the Purchaser in February of 2024 when he attended the house to view it and he told the Purchaser that he had another 5 years to stay in the rental unit. He stated that he wanted his son to finish his schooling before he vacated the house.
7. JY stated that his son drove by the rental unit on April 25, 2025 and noted that the house was up for sale again and it looked like renovations were occurring. He stated that the Purchaser was supposed to move into the house and that was why he was evicted. He was very upset because that move in the middle of winter caused him a lot of pain and he had a heart attack in February of 2025. He moved 10 km away from his son's high school and he lost his health and he felt depressed.
8. JY stated that the Purchaser knew of the damages to the property when he attended in February of 2024 and he saw the floor damage, the wall damage, the fence damage and the problems with the pool.
9. The Tenant is seeking a rent differential of $\$2,820.00 \times 12 = \$33,840.00$ as the new rental unit is also a four bedroom house with two bathrooms. He is also seeking moving expenses of \$850.00 and general compensation of \$10,836.00 because of the heart attack that he suffered. He is also seeking that the Landlord and/or the Purchaser pay an administrative fine.
10. In cross examination, Mr. Levi showed the Tenant pictures taken of the rental unit on March 18, 2025 of the damaged floors and the Tenant confirmed that those pictures were of the rental unit. Mr. Levi asked the Tenant if he had caused these damages and the Tenant denied causing any damages to the rental unit.
11. Mr. Levi also showed the Tenant an N5 notice of termination dated May 12, 2024 whereby the Landlord claimed that the Tenant had caused \$80,000.00 in damages to the rental unit. The Tenant again denied that he caused any damages to the house.
12. In cross examination of the Tenant, Ms. Yang asked the Tenant why he did not advise the LTB on February 3, 2024, at the Tenant's set aside motion, that the Tenant had vacated the rental unit. Ms. Yang asked the Tenant why he asked for a stay of the eviction until May or June of 2024 to allow his son to complete the school year, if he had already moved

out of the house. The Tenant responded that he took advantage of the Landlord a little because he felt that he was not compensated nearly enough by the Landlord.

Purchaser's Evidence, Imran Kermalli - IK

13. IK testified that after seeing the house in February of 2024, he wanted to move in with his wife and his young child and expected to grow his family in that house. He stated that the original closing date was May 31, 2024 but that this date had to be extended many times because the Tenant would not vacate the unit.
14. IK testified that after waiting more than a year, he found out on March 12, 2025 that the Landlord had possession of the rental house again. He stated that the Landlord delayed his inspection several times and when he finally was able to inspect the unit on March 18, 2025, he noted substantial damage to the house. The Purchaser provided pictures taken on March 18, 2025 and compared them to the pictures that he took in February of 2024 and he stated that the house had approximately \$200,000.00 of damages done to it. He provided a copy of an estimate from a contractor who assessed the damages at \$210,000.00.
15. The Purchaser stated that his lawyer requested that the Landlord substantially lower the price of the house due to his statement that this house was not the same house that he bargained for in February of 2024. He detailed the damages including substantial water ingress throughout the house and on multiple levels, the floors had been purposely scratched, oil had been smeared over the wood floors, there was mold and wall damage, the pool was not functional and there were many other repairs that needed to be completed. He stated that his lawyer and the Landlord's lawyer were not able to resolve the matter and he did not close the transaction and both parties have actions in the Superior Court of Justice relating to the failed transaction.

Landlord's Evidence, Shan Lin - SL

16. SL stated that she filed the LTB order with the Sheriff on January 2, 2025 and the Sheriff attended on March 12, 2025 to enforce the order. After seeing the condition of the house, she stated that "the house had huge damage."
17. SL was frustrated that the Tenant did not advise her when he vacated the rental unit and she stated that he was not honest at the February 3, 2025 hearing for his set aside motion when he failed to admit that he vacated the unit in January of 2025.
18. SL testified that she offered to deduct \$50,000.00 from the purchase price to reflect the damages that had been done by the Tenant. The Landlord stated that she had given the N12 notice of termination on behalf of the Purchaser because he wanted to move into the rental house. She attempted to address the mess that the Tenant left so that the Purchaser would close the transaction but he refused to take possession.
19. SL stated that she did a lot of things between March 12, 2025 and April 12, 2025 to remedy the damages in the rental unit which included removing garbage and repairing and

painting the walls. She stated that she had mold testing done at the house but she did not provide a copy of the testing done.

20. SL confirmed that she sold the rental house for more money after the transaction with the Purchaser failed.

Analysis

21. 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.
22. The first and second criteria have been met as the Landlord served an N12 notice on the Tenant and the Tenant vacated the rental unit as a result of the N12 notice of termination.
23. The Tenant was not a credible witness. The Tenant vacated the rental unit on January 18, 2025 but attended his LTB hearing (his Motion to Set Aside Eviction Order) on February 3, 2025 and requested a stay of eviction until the end of June of 2025. Although he moved out of the unit, he told the hearing Member that he continued to reside there and required a delay so that his son could finish his year at school. The Tenant admitted that he took advantage of the Landlord "a little because he was not compensated enough money from the Landlord."
24. The Tenant was shown pictures of the rental unit in February of 2024 and was shown pictures taken by the Purchaser on March 18, 2025. The damages to the rental house were significant and the only person residing in the unit during that time was the Tenant. The Tenant claimed that the damages were the same on both dates and that the Purchaser was aware of the damages. The Tenant claimed that he did not cause any damages to the house. The dated photographs tell a different story. The damages included major scratching of the wood floors, oil was apparently smeared on the floors, water ingress occurred throughout the house and mold developed throughout the house. The pictures dated March 18, 2025 detailed a different version of the house that required substantial repairs and renovations.
25. The Purchaser stated that the house was in a totally different state after the Tenant finally vacated the house. The pictures of the damaged house on March 18, 2025 were not comparable to the pictures taken in February of 2024. The Purchaser's position was that this was not the house that he bargained for and thus he did not accept the house in this condition. He submitted that he could not move his family into the house because it was uninhabitable.

26. The Landlord stated that her N5 dated May 12, 2024, presented as evidence from the Purchaser, showed that this notice was due to the Tenant's damage done to the rental house in the amount of \$80,000.00. The Landlord's evidence was that this N5 had the wrong date and the wrong amount and it should have been dated October of 2023 and the damage amount should have been \$8,000.00. Either way it is clear that the Landlord knew that the Tenant damaged the rental unit. The Landlord also stated that she had done a mold test and no mold was found but she failed to provide a copy of that mold test.
27. Both the Landlord and the Purchaser agreed that the house was severely damaged on March 18, 2025. The Landlord stated that "the house has huge damage" and the Purchaser stated that the condition of the house on March 18, 2025 was not what he bargained for.
28. I am not satisfied on a balance of probabilities that the Tenant's version is more believable than the Landlord and the Purchaser. The Tenant was argumentative, refused to answer questions and talked over the Legal Representatives when he attempted to provide more evidence while answering their questions. Further, the Tenant was the only person residing in the rental unit between February of 2024 and March 18, 2025 and thus he is the only person who could have caused the substantial damages. He cannot now claim bad faith as against the Landlord and the Purchaser for failing to close the transaction, when he appears to be the person responsible for the damages done to the house.
29. The Tenant proved the first two criteria of subsection 57(1)(a) of the Act but did not prove the last two criteria of the Act. Based on this result, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 29, 2026
Date Issued

Carrie Bertrand
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.