



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

**Citation:** Lewis v Dhaliwal, 2026 ONLTB 26986

**Date:** 2026-05-01

**File Number:** LTB-T-002590-25

**In the matter of:** 52 JUDY SGRO AVE  
NORTH YORK ON M3L0E4

**Between:** Camille Lewis Tenant

**And**

Rajwinder Dhaliwal Landlord

Camille Lewis (the 'Tenant') applied for an order determining that Rajwinder Dhaliwal (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 10, 2026.

Only the Tenant attended the hearing.

As of 9:37 a.m., 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.

A representative for the Landlord, K Chahal signed in at 10:20 a.m., after the matter had already concluded.

### **Determinations:**

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$7,433.41 representing moving and general compensation claims.
2. In their T5 application as before the Board the Tenant claimed the following remedies:
  - a) A rent differential for a 12-month period \$8,808.00 - \$734.00 x 12 months
  - b) Moving expenses \$2,433.41
  - c) General compensation \$35,000.00

### Facts

3. The rental property is a 3 bedroom and 2 bathroom townhouse. The Tenant resided in the rental property with her two daughters and two younger school aged sons. The Tenant moved into the unit on November 1, 2017 and vacated the unit on October 28, 2024 with the involvement of enforcement as the Landlord's L2/N12 application was subject of a hearing resulting in an order on consent with the termination date of August 31, 2024. The Tenant paid a monthly rent in the amount of \$2,200.00.
4. The following facts were uncontested:
  - a) The landlord served an N12 eviction notice on or about September 22, 2022, claiming the unit was needed for his son's personal use due to marriage.
  - b) The N12 Notice outlined the termination date of November 30, 2022 and stated the Landlord, in good faith, required possession of the rental unit for his child.

### Legislation

5. Pursuant to section 57(1) of the *Residential Tenancies Act, 2006* (the 'Act'), the Board may make an order against a landlord if, on application by a former tenant of a rental unit, the Board determines that,
  - First, that the Landlord gave a notice of termination under section 48 of the Act (the N12 notice) in bad faith; and
  - Second, that the Tenant vacated the rental unit as a result of the N12 notice or Board order based on the N12 notice; and
  - Third, that the person named in the N12 notice did not move into the rental unit within a reasonable time after the Tenant vacated.
6. On an application to the Board, the person who alleges a particular event occurred has the burden of proof to establish that it is more likely than not that their version of events is true. In this application, the burden typically falls on the Tenant to establish that the notice of termination was served in bad faith.
7. In her uncontested testimony, the Tenant stated that:
  - About 24 days after her moved out date (Oct 28, 2024), that the landlord listed the unit for sale on multiple real estate platforms: Realtor.ca (MLS #W10432408) DOC-7535734, Zolo, GTA Homes, RE/MAX, Royal LePage, Zillow, Faris Team
  - The asking price was \$839,900 and highlighting renovations and selling features.
  - That the Landlord used photos to advertise the unit which included some of her furnishings
  - She and family were forced to move out from the property they called home for over seven and a half years & move out of the city as the housing market was at an all time high.
  - Having found the property listed for sale made her realize that the Landlord had different intentions, the listing contradicts the claim that the unit was needed for the Landlord's son's residential use.

- The Tenant and family have been greatly impacted by having to move out of the rental property, specifically; monetary impacts and the move out of area has added additional commute to their travel time.
  - Most importantly, her family could not find suitable housing for a family of 5 and her two older daughters therefore had to find their own rental unit, causing the family to live separately.
8. The Tenant testified she was successful in securing a two bedroom plus and one bath rental unit for December 1, 2024, once evicted they resided with friends temporarily. The monthly rent at the new rental unit located in Mississauga is \$2,853.55 and she pays additional \$98.00 for parking.

### *Analysis*

9. Pursuant to section 48 of the Act, a landlord may by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by the landlord's son.
10. As noted above, pursuant to section 57(1) of the Act, the Board may make an order against a Landlord if, on application by a former tenant, the Board determines the landlord gave a notice of termination under section 48 in bad faith, the tenant vacated the rental unit as a result of the notice, and the person listed in the N12 notice did not occupy the rental unit in accordance with the requirements of the Act.
11. Based on the Tenant's uncontested evidence and submissions before me, and on a balance of probabilities, I find that the Landlord served the Tenant an N12 Notice and the Tenant was evicted on the basis of the N12 notice pursuant to an order of the Board. I also find that the Landlord listed the unit for sale and did not have a genuine intent to have their child to move into the rental unit for residential purposes for a period of at least one year.

### *Remedies*

12. In their T5 application as before the Board the Tenant claimed the following remedies:
- a) A rent differential for a 12-month period \$8,808.00 - \$734.00 x 12 months
  - b) Moving expenses \$2,433.41
  - c) General compensation \$35,000.00

### *Rent Differential*

13. Pursuant to section 57 of the Act, the Board may order that the Landlord pay a specified sum to the Tenant for all or any portion of any increased rent that the Tenant has had to pay for a one-year period after vacating the rental unit.
14. The Tenant's application claims a rent differential of \$734.00 per month for a 12 month period.

15. While submitting to have incurred increased costs associated with a new tenancy agreement as submitted to have commenced on December 1, 2024, there was no lease agreement that was submitted to substantiate the claim. Further, in her evidence as filed with the Board in DOC-4819689, the Tenant indicates that she had to move in with family.
16. Given these inconsistencies and in the absence of a lease agreement outlining the terms and costs incurred as claimed by the Tenant in connection to any new rental property she submits she moved into on December 1, 2024, this claim can not be considered.
17. The Tenant did however evidence a lease agreement for her daughters for a lease commencing on November 1, 2025 as evidenced in DOC-7543351. As this is a lease that commenced in November of 2025 and this is a time frame outside of the one-year remedy period after the Tenants vacated on October 28, 2024 it can not be considered.

#### *Moving expenses*

18. The Tenant requested that the Board grant a reimbursement of expenses related to moving. The Tenant claims \$2,433.41 in moving expenses and provided documentary evidence in DOC-7543351 to support this claim. Specifically, invoices as paid to Mr. Relokate and Smart Stop Self Storage.
19. Based on the uncontested evidence before me, I am satisfied that the Tenant's claim for moving expenses is reasonable and as such, the Landlord will be ordered to reimburse the Tenant for these expenses, being \$2,433.41.

#### *General Compensation*

20. The Tenant requested that the Board order the Landlord to pay general damages in the amount of \$35,000.00 as "justified costs" based on the following:

*"Moving expenses including: a storage fee, movers, gas, cost of food, and bus fare. In addition, I now have increased travel expenses as I am required to drive my children to their school. The eviction had also caused a noticeable disruption to my work schedule. I was working from home and had to take time off of work to deal with the transition to new accommodations. AND*

*The psychological impact related to the bad faith eviction has caused me great anxiety and sleepless nights. I have fallen into a depressive state where I am unable to fall asleep and I often wake up during the night."*

21. Based on the uncontested evidence and submissions before me, while the Tenant has already been compensated for moving expenses, I am satisfied that where a family is not able to remain living together and must separate as submitted by the Tenant that there ought to be recognition for the situation as proceeded after the N12 issuance by the Landlord. And in consideration of the Tenant's submissions that the move created a multifaceted impact upon her family, namely the increase in commuting for her 14 and 16 year old sons to finish school in their former school district and the requirement for them to

take a much longer bus ride, the increase in commuting time was stated to be an extra 1.25 hrs for each trip.

22. I was satisfied that the Tenant by having to move experienced inconvenience, disruption and inevitably stress associated with having to find new housing. The Tenant testified about the inability to find housing suitable for size of their family and thus creating conditions for them to have to live apart from each other. While documentary evidence was limited, the testimony is sufficient to establish the negative impact. Accordingly, I find that a lump sum of \$5,000.00 to be a reasonable amount for general compensation. The Landlord will be ordered to pay the Tenant a lump sum compensation accordingly.

23. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

**It is ordered that:**

1. The total amount the Landlord shall pay the Tenant is \$7,433.41. This amount represents:
  - \$2,433.41 for the reasonable moving, storage and other like expenses that the Tenant has incurred as a result of having to move out of the rental unit.
  - \$5,000.00 for general compensation.
2. The Landlord shall pay the Tenant the full amount owing by May 12, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 12, 2026, the Landlord will owe interest. This will be simple interest calculated from May 13, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

**May 1, 2026**  
**Date Issued**

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Alicia Johnson  
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.