



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-044780-25

In the matter of: 43, 26 APPLEWOOD LANE
ETOBICOKE ON M9C 0C1

Between: Joshua David Aziz
Peter Jacob Tinella
Dongyeon Kim Tenants

and

Vijay Sharma
Rita Sharma Landlords

Joshua David Aziz, Peter Jacob Tinella and Dongyeon Kim (the 'Tenants') applied for an order determining that Vijay Sharma and Rita Sharma (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on March 2, 2026 and March 6, 2026.

The Landlord, Vijay Sharma, and their representative, Anome Mehrabian, and the Tenant, Joshua David Aziz, attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay to the Tenants \$12,348.00.
2. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenants to prove each of the following on a balance of probabilities:
 - The Tenants received an N12 notice of termination under s. 48;
 - The Tenants moved out of the rental unit as a result of the notice;
 - The notice was given in bad faith; and
 - The person who was supposed to move into the rental unit failed to occupy the unit within a reasonable period of time after the Tenants moved out.
3. The first two elements of the legal test are undisputed. The Landlords served an N12 notice on October 31, 2023, with a termination date of December 31, 2023, for the Landlords' son to occupy the rental property in accordance with section 48 of the Act.

4. The Tenants moved out of the rental unit on August 31, 2024, as a result of the order dated July 25, 2024 (LTB-L-055447-23) which terminated the tenancy on August 31, 2024. The fourth element of the legal test is also not in dispute; the Landlords' son did not move into the rental unit within a reasonable period of time after the Tenants moved out.
5. The issues before the Board is the remaining requirement in subsection 57(1)(a): whether the N12 notice was served in bad faith.
6. The Landlords' representative asserted that some of the Tenants' evidence was not expressly put to the Landlords during the hearing. She confirmed that the evidence was disclosed by the Tenants at least 7 days in advance of the hearing. I find that the Landlords had notice of the case to be met and the Tenants had met their disclosure requirements. Therefore, the Tenants are entitled to rely upon their disclosed evidence.

The Sequence of Events

7. Mr. Joshua David Aziz testified on behalf of the Tenants. He stated that the Landlord, Vijay Sharma, repeatedly pressured the Tenants to increase the rent above the guideline, he also discussed carrying costs and asked the Tenants to "make their best offer."
8. On June 7, 2023, the Tenants received notice from Ms. Ramneet Gadi (the Landlord's real estate agent) that the property will be listed for sale. On June 14, 2023, Ms. Gadi confirmed that the property was listed on the market. Mr. Aziz testified that there were approximately 41 showings between June 19, 2023 and October 2023.
9. Mr. Aziz further testified regarding communication with Ms. Gadi, who discussed the difficulty of selling the property and suggested that vacant possession would increase the sale value. The Tenants stated that discussions regarding vacancy of the rental property prior to the N12 notice served on October 31, 2023 were tied to a sale of a purchaser moving in, not the Landlords' son.
10. The Tenants vacated following the eviction order dated July 25, 2024 (LTB-L-055447-23) which terminated the tenancy on August 31, 2024. The Landlords' son never moved into the rental property after the Tenants moved out. In addition, Mr. Aziz referred to the parcel register showing that the rental property sold on June 17, 2025 for \$830,000.00.
11. The Tenants suggest that the pattern of events supports the conclusion that the Landlords' true intention was to sell the property without Tenants to earn more profit from the sale.
12. Mr. Vijay Sharma testified on behalf of the Landlords. He stated that on July 16, 2024, a storm occurred, which caused water damage to the rental property. Mr. Aziz agreed but indicated that the storm occurred on June 16, 2024, he testified that the storm caused water to fill up on the roof and go down some of the walls. After the Tenants informed the Landlords, 10 fans were brought into the property and the walls were cut open.
13. The Landlords relied on the water damage as the reason why their son could not move into the property. Mr. Vijay Sharma testified that repairs were completed early 2025, after which he was faced with financial hardship which led to the decision to sell the property on May 16, 2025.

14. Mr. Vijay Sharma testified that BC Bachly Construction was appointed by his insurance company to complete the repairs. He referred to their report dated September 9, 2024, and photographs taken of the damage on September 10, 2024. BC Bachly Construction did not start the repairs until after the Tenants moved out. The estimated completion date on the report is December 11, 2024.
15. Mr. Vijay Sharma further testified that there were extensive water damage on the 2nd floor landing that required cutting out ceiling and remediation to walls and carpet. He indicated that the repairs were completed on February 16, 2025, and his son could not move into the property because of the storm damage and the delay associated with the repairs or the uncertainty as to when the property would be ready. Mr. Vijay Sharma also stated that his son was supposed to pay him rent once he moved in, then after one year his son would purchase the property from the Landlords.
16. Mr. Vijay Sharma testified that he painted and listed the property for sale in March 2025. Although the Landlords filed no documentary evidence in support of their financial position, he claimed the insurance company did not cover all costs associated to the repairs and they incurred substantial out of pocket expenses and ongoing carrying costs of approximately \$4,000.00 a month due to the prolonged repairs. He stated that the expenses accumulated beyond his fixed retired income, all of which led to their decision to list the property.
17. Mr. Neil Sharma (the Landlord's son) testified that during the repair period, his wife experienced pregnancy complications and their newborn required specialized medical care. His wife and newborn stayed at her parent's house while he stayed in his property in Dundalk. He relied on his father to keep him informed regarding the progress of the repairs to the rental unit. He never visited or inspected the rental property after the Tenants vacated.
18. Mr. Neil Sharma testified that his plan was to rent his property in Dundalk to his neighbour to cover expenses but his neighbour found a new property because of the repair delays. He further testified that he could not afford to pay for both properties (his and his father's) so he decided not to move into the property sometime in October or November 2024. He indicated that the rental unit was "unsafe" and "inhabitable" for his family. Mr. Neil Sharma testified that his father sold the rental property in May 2025, and he sold his property in Dundalk in June 2025 and purchased a new property in July 2025.

Analysis and Findings

19. With respect to the issue of whether the N12 Notice was served in bad faith, the facts here trigger the reverse onus clause in s. 57(5) of the Act. That provision says that if a Landlord gives a notice under s. 48 and then puts the unit up for sale or rent within one year of the Tenants vacating, the Landlord is presumed to have given the notice in bad faith "unless the contrary is proven on a balance of probabilities."
20. In this case it is undisputed that the Landlords sold the property less than a year after the Tenants vacated. What this means is that the Landlords must prove that the N12 Notice was not served in bad faith.

21. Based on the evidence before me, I am not satisfied the Landlords have met their burden of proof. I say this for the reasons set out below.
22. The N12 was served on October 31, 2023, shortly after the property had been marketed for sale and shown to prospective purchasers. Mr. Vijay Sharma testified that they decided to sell the property because he could no longer afford the carrying costs. While the Landlords submitted no documentary evidence in support of their financial position, I accept that the Landlords may have experienced financial burden which led to their decision to sell the property. However, the sale of the rental property is consistent with the earlier efforts to sell rather than a new plan caused only by the storm damage. This suggests to me that the Landlords likely served the N12 Notice to make the rental unit easier to sell as suggested by the realtor, and not because the Landlords' son genuinely intended to move into the rental unit.
23. In addition, while the Landlords asserted that it was the storm damage that prevented the Landlords' son from moving into the rental unit, there was little evidence suggesting that the Landlords' son was taking steps to prepare to move into the rental unit. The Landlords' son did not show that he had made firm arrangement to rent or sell his own property at the time the N12 was served. His evidence regarding his neighbour potentially renting his property was not supported with any documentary or corroborating evidence.
24. While I accept the rental unit sustained water damage before the Tenants vacated and that repairs were required, I am not persuaded by the Landlords' evidence regarding the condition of the unit and the son's inability to move in. There was limited documentary evidence regarding the extent of the damage, the timeline of the repairs, and the efforts made by the Landlords to mitigate.
25. While I also accept that Mr. Neil Sharma's wife experienced pregnancy complications and their newborn required specialized medical care, I find that the Landlords' son did not attend the rental unit after the Tenants vacated. His belief that the unit was unsafe for him or his family to move in was based on information from the Landlords, photographs, and his own conclusion. In addition, Mr. Aziz testified that the Tenants were living in the unit after the water damage. There was no report before me confirming that the rental unit was uninhabitable or unsafe for occupation. Therefore, I am not satisfied that the evidence establishes that the condition of the unit was the true reason the Landlords' son never moved in. He resided in his property in Dundalk, which he later sold in June 2025 and then proceeded to purchase a new property in July 2025.
26. Based on the evidence before me and on a balance of probabilities, I am not satisfied that the Landlords have established that the N12 Notice was served in good faith. I find that the N12 was served as a means to obtain vacant possession, and not for good faith purposes stated in the notice. Therefore, the Tenants have established all of the elements of the legal test required under s 57(1)(a) and are entitled to reasonable remedies under subsection 57(3) of the Act.

Remedies

27. The Tenants claimed \$36,900.00 in General Compensation, representing 12 months of rent (\$3,075.00 x 12). Mr. Aziz testified that they had no intention of terminating their

tenancy and that the Landlords' bad faith notice of termination has impacted their lives, financially and emotionally. Mr. Aziz further testified that they had established their home in the rental property and had a close social network nearby. He described a significant loss to their lifestyle and community connections after vacating the rental unit.

28. Although not all the Tenants attended the hearing, I found Mr. Aziz's testimony credible and consistent. The evidence establishes that the Tenants suffered disruption to their housing, finances, and personal lives as a result of the Landlords' bad faith.
29. In determining an appropriate quantum of general compensation, the Board must consider what is reasonable in the circumstances. The purpose of general compensation is to recognize the hardship and inconvenience caused by being displaced from one's home.
30. Based on the evidence before me, I find that an award of four month's rent (\$3,075.00 x4 = \$12,300.00) is fair and proportionate. This amount reasonably reflects:
 - the inconvenience and emotional distress suffered by the Tenants;
 - the disruption to their living arrangements, privacy and social ties; and
 - the increased financial burden on all Tenants.
31. Pursuant to s. 57(3)(1) of the Act, I find it reasonable and appropriate to award the Tenants \$12,300.00 in general compensation.
32. The Tenants also requested that the Landlords pay an Administrative Fine to the Board. Administrative fines are intended to promote compliance and deter future misconduct where other remedies are insufficient. Given the compensation award to the Tenants, I am satisfied that this order provides adequate deterrence. Therefore, the request for an administrative fine is denied.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$12,348.00. This amount represents: \$12,300.00 for general compensation and \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by May 10, 2026. If the Landlords does not pay the Tenants the full amount owing by May 10, 2026, the Landlords will owe interest. This will be simple interest calculated from May 11, 2026 at 4.00% annually on the balance outstanding.

April 30, 2026
Date Issued

Adeela Alvez
Member, Landlords and Tenants 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.