



Order under Section 57 Residential Tenancies Act, 2006

Citation: Saeed v Bajwa, 2026 ONLTB 35055

Date: 2026-05-05

File Number: LTB-T-091733-25

In the matter of: 82, 143 RIDGE RD
CAMBRIDGE ON N3E0E1

Between: Osama Hany Ahmed Aboelfadel Saeed Tenant

And

Harinandan Bajwa Landlord

And

Gurpreet Singh Purchasers
Varinderpreet Kaur

Osama Hany Ahmed Aboelfadel Saeed (the 'Tenant') applied for an order determining that Harinandan Bajwa (the 'Landlord') and /or Gurpreet Singh and Varinderpreet Kaur (the 'Purchasers') gave a notice of termination in bad faith.

This application was heard by videoconference on April 28, 2026. Only the Tenant, and the Tenant's witness, Muhammed Zulfiqar Azam, attended the hearing.

As of 9:53 a.m., neither the Landlord nor the Purchasers were present nor 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.

Determinations:

Preliminary Issues:

Post-Hearing Submission

1. The Board requested the Tenant provide, by way of post-hearing submissions, a copy of his current lease agreement. This was provided at 11:21 a.m. on April 28, 2026, and has been considered in my findings to corroborate the Tenant's claim for rent differential.

Amended Application

2. The Tenant filed a request to amend the T5 application on October 31, 2025. The amended application sought to remove a business name – Hearcanada Waterloo – and amended the Tenant's middle name.
3. The Board's Rules of Procedure 15.2 state that amending an application may be done in advance of the hearing and the amended application must be served on all parties. The Tenant advises he did not serve the Landlord nor Purchasers with a copy of the amended application.
4. However, I find that it is appropriate to exercise my discretion to allow the amendment even though the Landlord and Purchasers were not served with a copy of the amended application. I make this finding because I can find no prejudice to the Landlord or Purchasers. The amendments corrected the applicant Tenant's name and does not change or amend the allegations, the remedy sought, nor affect the Landlord or Purchasers' liability. Given this, I am satisfied it was appropriate to amend the Tenant's application, and that this amendment is consistent with a fair and expeditious proceeding.

T5 Application

5. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Purchasers must pay to the Tenant \$14,800.00.
6. By way of background, the rental property was a three-bedroom townhouse which had been built about five years earlier. The Tenant, his partner, and their two children moved lived in the rental unit for four years.
7. Subsection 57(1)(b) 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 ('N12 notice') under section 49 of the Act;
 - The Tenant vacated the rental unit as a result of the N12 notice of termination;
 - No person referred to in subsection 49(1) or 49(2) 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.
8. The Tenant submits that in April 2024, he was given an N12 notice of hearing. The N12 notice specifies a termination date of June 30, 2024, and indicates that the Purchasers intend to move into the rental unit.
9. The Tenant states that he opted to wait for a hearing. It is not clear to me whether the parties opted for mediation, or went before a Board member, at the hearing. However, the parties agreed on consent that the tenancy would terminate on November 30, 2024. The Tenant says the Purchaser represented during the hearing (or mediation) that they

intended to move into the rental unit. Thus, I find that the Tenant has satisfied, on a balance of probabilities, that the Tenant was given an N12 notice pursuant to s.49 of the Act, and that the Tenant vacated the rental unit because of being given the N12 notice.

10. The Tenant submitted a copy of Purchaser Gurpreet Singh's sworn and notarized affidavit into evidence. The affidavit indicates that the Purchasers "...intend to move into the property with my family."
11. The Tenant states that he moved into another rental property nearby. As such, he has passed by the house a few times and has never seen any activity associated with daily living such as a car parked outside or curtains in the windows.
12. The Witness also testified. He was the Tenant's next-door neighbour during the period of the tenancy. He continues to live in the unit immediately next door to the one that the Tenant occupied. He testified that he has only seen activity at the rental on two occasions. Shortly after the tenancy ended, in about November 2024, he saw a family attend the rental unit. After an hour or two, they left. The next time the Witness observed activity at the rental unit was during the weekend of April 25, 2026. An individual attended the rental unit for about 15 minutes and then left.
13. The Witness says he does not believe anyone lives in the rental unit. He is outside frequently and has never seen normal signs of people living in the rental unit. For example, there are no lights on in the rental unit at night and no noise typical of housing which have shared walls can be heard from the rental unit.
14. The Purchasers did not attend the hearing. The Board confirmed that the Purchasers were sent a copy of the Tenant's application and notice of hearing. The best evidence before me then suggests that the Purchasers did not move into the rental unit. The Tenant and his witness both reported no activity at the rental unit typical of residential occupation, such as lights, noise, a vehicle parked in the driveway, or curtains in the windows.
15. I am satisfied that the Tenant has proven, on a balance of probabilities, that the Purchasers did not move into the rental property within a reasonable period of time. Although "reasonable" is not defined in the Act, the evidence demonstrates that the tenancy terminated on November 30, 2024, and by April 2026, there is still no evidence of anyone living in the rental unit. Given this period of nearly 18 months, I am not persuaded that this meets the test for a "reasonable" amount of time. Further, this evidence seems to contradict the Purchaser's affidavit which stated the Purchasers intended to move into the rental unit with their family.
16. Given the Purchaser's affidavit and the Tenant's testimony that the Purchaser attended the hearing (or mediation) and represented their intention to occupy the rental unit, I am persuaded that the Purchasers directed the Landlord to give the Tenant the N12 notice in bad faith.
17. In *Elkins v. Van Wissen*, 2023 ONCA 789, the Court of Appeal for Ontario held that when deciding a T5 application relating to an N12 served for purchaser's own use under section 49 of the Act, the LTB must consider both the landlord's and the purchaser's good faith. After making both those determinations, the LTB must then consider what orders to make in respect of the landlord and the purchaser. For the reasons already stated, I find that the

liability for having given the N12 notice ought to be attributed to the Purchasers rather than the Landlord.

Remedies

18. The Tenant seeks the following remedies:

- Rent differential totalling \$9,800.00;
- General compensation totalling \$14,000.00;
- Moving expenses totalling \$600.00; and,
- A Board fine.

Rent Differential

19. The Tenant states his monthly rental rate increased from \$2,000.00, which included utilities, to \$2,750.00 per month plus \$50.00 utilities. The Tenant claims \$800.00 per month for a period of 12 months. A copy of his lease was submitted to corroborate this claim.
20. Therefore, I find that the Purchasers must pay the Tenant \$9,800.00 for the increased rent that the Tenant has incurred or will incur for a one-year period after the Tenant moved out of the rental unit. I calculate the rent differential to be \$9,800.00 (\$800.00 x 12months). An order shall issue.

General Compensation

21. The LTB has jurisdiction to make any order that it considers appropriate, which includes awarding general compensation. [*Mejia v. Cargini*, 2007 CanLII 2801 (ON SCDC)]
22. General compensation involves compensating a tenant financially for, in this case, the trauma, stress and anxiety that resulted from the actions—or inactions—of the Purchasers.
23. When determining general compensation, the LTB should consider the effect of the breaches on the tenant. While there is no fixed formula for general compensation, the LTB should attempt to make an award that is consistent with previous awards. [See *HOT-02167-17 (Re)*, 2019 CanLII 86881 (ON LTB) citing *Domtar Inc. v. Quebec*, 1993 CanLII 106 (SCC)]
24. The Tenant testimony was that the move has had a significant impact on his children, particularly his eight-year-old. That child has developmental disabilities, and the move has set him back because it is challenging for him to form new friendships. Because the family had lived in the rental unit for several years, the youngster had formed good relationships with the other children in the community, and the Tenant reports both children express their sadness from missing their friends. The family occasionally go to a park which is nearby in hopes of seeing some of the neighbourhood children.

26. The Tenant also submits that his new rental unit is a brand-new townhome a few minutes away from the old rental unit and is smaller than the old rental unit although it has the same number of bedrooms, but one fewer washroom. He also states that the family feels isolated at the new property, because a large portion of the housing in the area is still under construction. He says there is not the same sense of community as there had been at the previous rental unit. Fortunately, though, the Tenant reports that neither child had to change schools because of the move.
27. Although the guidance in *Offredi v. 751768 Ontario Ltd.*, 1994 CanLII 11006 (ON SCDC) pertains to a lack of maintenance which constituted substantial interference with the tenants' reasonable enjoyment, I find the Divisional Court's guidance useful regardless.

[15] It is well recognized in the authorities that there is no neat formula for determining an appropriate amount by way of abatement. In other words slide rule precision is not possible. (...) The ultimate objective is to set an amount that is fair in all the circumstances.

28. In reviewing similar orders of the Board, the quantum of award for general compensation varies greatly. However, when I consider the impact the unlawful eviction had on the Tenant and his family, contrasted with the Tenant's evidence that the children did not have to change schools, and that the new rental unit is slightly smaller with slightly fewer amenities, I am of the view that the Tenant should be awarded \$5,000.00. An order shall issue.

Moving Costs

29. The Tenant's application seeks moving costs totalling \$600.00. However, the Tenant did not provide any evidence, whether oral testimony or documentary evidence, during the hearing to support this claim. As such, I find the Tenant did not provide sufficient evidence to support his claim. No order shall issue.

Board Fine

30. While it is not binding upon me, the Board's Guideline 16 outlines relevant considerations in determining the appropriateness of an administrative fine:

An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act, 2006* (the "RTA"), and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance. Administrative fines and rent abatements serve different purposes.

31. The Tenant did not provide any submissions on the request for a Board fine nor the quantum of fine sought.
32. Regardless, I am satisfied that a Board fine is not warranted in matter. In my view, the award is sufficient to act as a deterrent to the Purchasers in the future.
33. The total the Purchasers owe the Tenant is \$14,800.00.

34. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The total amount the Purchasers shall pay the Tenant is \$14,848.00. This amount represents:
 - \$9,800.00 for increased rent the Tenant has incurred for the one-year period from December 1, 2024, to November 30, 2025.
 - \$5,000.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Purchasers shall pay the Tenant the full amount owing by May 16, 2026.
3. If the Purchasers do not pay the Tenant the full amount owing by May 16, 2026, the Purchasers will owe interest. This will be simple interest calculated from May 17, 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 5, 2026
Date Issued

Jane Dean
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.