



Order under Section 57 Residential Tenancies Act, 2006

Citation: RAZDAN v BHAT, 2026 ONLTB 34814

Date: 2026-05-04

File Number: LTB-T-058431-25

In the matter of: UPPER UNIT, 89 CALM WATERS CRES
BRAMPTON ON L6V4S2

Between: Reship Razdan
Tripti Dhar
Tenants

And

Mansi Raghavendra Bhat
Prathap Maniyur
Landlords

Reship Razdan and Tripti Dhar (the 'Tenants') applied for an order determining that Mansi Raghavendra Bhat and Prathap Maniyur (the 'Landlords') gave a notice of termination in bad faith ('N12 notice').

This application was heard by videoconference on March 11, 2026. The Tenant Mr. Razdan and the Tenants legal representatives Sarah Teal and Tanya Dicke attended the hearing. Both Landlords and the Landlords legal representative Colin James Mitchell 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 the sum of \$10,521.54 (\$9,240.00 for 12-month rent differential + \$1,233.54 moving expenses + \$48.00 application filing fee) by June 4, 2026. The Landlord must pay an administrative fine of \$1,000.00 to the Landlord and Tenant Board ('LTB') by June 4, 2026. The Tenants claim for general compensation is denied.
2. The residential complex is a three-bedroom semi-detached house. The Tenants occupied the upper unit.
3. 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 Landlords gave the Tenants an N12 notice of termination under section 48 of the Act;
 - The Tenants 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 Tenants vacated; and
 - The Landlords served the N12 notice of termination in bad faith.
4. The Tenants proved all of the requirements in subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') as explained below.
 5. The Tenants satisfied the first prong of the test under subsection (57)(1)(a) of the Act that the Landlords gave the Tenants an N12 notice of termination under section 48 of the Act. It is undisputed that on June 18, 2024, the Landlords served the Tenants an N12 notice with a termination date of Sep 30, 2024. The reason provided in the N12 notice indicates that one of the Landlords and their child intend to move into the rental unit and occupy it for at least one year. The affidavit signed by one of the Landlords Mansi Raghavendra Bhat notes she is co-owner of the rental unit with her husband Prathap Maniyur ('Mr. Maniyur'). The affidavit notes that she intends to move into the rental unit because her Permanent Residency conditions require that she return to Canada as her primary country of residence and she plans to reside at the rental unit with her son.
 6. I find the Tenants satisfied the second prong of the test and vacated the rental unit because of receiving the N12 notice. In July 2024, the Tenants served the Landlords with an N9 Tenant's Notice to end the Tenancy ('N9 notice') which notes a termination date of July 23, 2024. It is undisputed that the Tenants vacated the rental unit on July 23, 2024. The Tenants testified that they vacated the rental unit because of the N12 notice and provided the N9 notice to the Landlords advising of the date they are vacating the rental unit. The Landlord Mr. Maniyur stated that the Tenants serving the Landlords with the N9 notice supports the Tenants chose to vacate the rental unit. I disagree with the Landlords' position as explained below.
 7. The Tenant Reship Razdan ('Mr. Razdan') testified in April 2023 that he received a telephone call from the Landlords advising that the Tenants needed to pay more rent because the Landlords advised that they could rent the rental unit for \$3,000.00 per month by having three families live in the rental unit. Mr. Razdan states at that time, the Tenants were paying \$2,500.00 per month and were a single family occupying the rental unit. Mr. Razdan' states that the Tenants and the Landlords mutually agreed to increase the rent to \$2,600.00 per month.
 8. Mr. Razdan states in June or July 2023, the Landlords received a letter from the City of Brampton advising the basement unit that the Landlords were renting at the residential complex was an illegal basement apartment. Mr. Razdan states that the Landlords could no longer rent the basement unit and the Landlords asked the Tenants to pay an additional \$1,500.00 per month due to the Landlords not being able to rent out the basement which the Tenants did not agree to. Mr. Razdan states the Landlords completed the necessary work in the basement unit in January 2024 so it could be rented as a legal unit.
 9. The Tenants produced text message correspondence from Mr. Maniyur dated February 25, 2024 to Mr. Razdan which notes the Landlords want to sell the residential complex in June. Further text message correspondence dated April 4, 2024 from Mr. Maniyur notes the Landlords want to sell the residential complex to solve financial problems and that the Permanent Residency for Mr. Maniyur is expiring in February 2025 and there are "huge tax implications for a non-resident".

10. Based on the evidence above, I find that the Tenants moved out of the rental unit following the issuance of the N12 notice by the Landlords which satisfies the second prong of the test under subsection 57(1)(a) of the Act. I am persuaded by Mr. Razdan's testimony which described in detail how the Landlords requested additional amounts from the Tenants towards the rent in 2023 which includes an additional \$1,500.00 per month for the rent due to the Landlords not being able to rent the basement unit because it was not a legal apartment. This was unchallenged by the Landlords. Further, the text message correspondence between the Landlords and the Tenants in February 2024 and April 2024 explicitly notes that the Landlords want the Tenants to vacate by June 2024 so the Landlords can list the residential complex for sale. There was no corresponding text messages from the Tenants which supports they wanted to move out of the rental unit. A text message from Mr. Razdan to Mr. Maniyur on April 16, 2024 notes that the move will happen once the Tenants find a suitable place to move and they do not want to put themselves in jeopardy because the Landlords are in a rush. I find this correspondence supports that it was the Landlords that were pressuring the Tenants to move. Therefore, I accept the Tenants explanation that after they received the N12 notice they served the Landlords with an N9 notice to provide the Landlords with the date that they would be vacating.

Chain of events

11. The Tenants position is that the Landlords only occupied the rental unit for a short period of time but did not move in. The Tenants rely on several telephone conversations that Mr. Razdan had with a neighbour living close to the rental unit that took place between October 2024 - July 8, 2025. Mr. Razdan advised that the neighbour told him that that nobody is living at the rental unit because there are no signs of activity, the lights are always off, snow is piled up at the front entrance of the residential complex during the winter months, and the grass is overgrown during the summer months. Photographs were produced by the Tenants showing the lights off at the rental unit at night and snow piled in front of the entrance. Mr. Razdan testified that the neighbour told him that there is a tenant living in the basement below the rental unit and on May 11, 2025, the neighbour asked the basement tenant if the upper unit remained vacant and the basement tenant advised that it remains vacant.
12. Mr. Razdan states the neighbour advised that Mr. Maniyur stayed at the rental unit on August 2 and 4, 2024 and his spouse, Mansi Raghavendra Bhat moved into the rental unit in mid August 2024 but she had left by September 9, 2024. Mr. Razdan states that the neighbour advised him that her vehicle remained at the rental unit until October 27, 2024 and a photograph showing the vehicle parked in the driveway at the residential complex in October 2024 was produced.
13. Mr. Razdan states the neighbour who provided him with this information is working and was not comfortable testifying for the hearing. Mr. Razdan testified that he found the MLS listing which lists the residential complex for sale on August 1, 2025.
14. The Landlord Mr. Maniyur testified that he was living with his wife Mansi Raghavendra Bhat and their two children in New Jersey in 2023 and they held green cards to work in the United States. He testified that they own two residential properties in Canada. He testified that his wife had to complete 7 more months out of the required 16 months to fulfill her

Permanent Residency status by November 2025. He states the N12 notice was served in good faith so his wife could move into the rental unit with their youngest child and fulfill the requirements to obtain her Permanent Residency Status and then live at the rental unit for as long as possible. He testified that the rental unit was the preferred property for them to move into because it was a smaller house, they had previously lived there and they knew the neighbours. A copy of Mansi Raghavendra Bhat's drivers licence issued in June 2021 with an expiry in February 2026 was produced showing the address for the residential complex. The Landlords also produced copy of receipts showing grocery and household items which were delivered to the residential complex in August 2024.

15. Mr. Maniyur states that his wife moved into the rental unit on August 10, 2024 and she had a vehicle at the residential complex to drive that Mr. Maniyur drove from New Jersey for her. He states on August 29, 2024, he received a telephone call from the daycare that their two-year old son was attending and was advised that their son was causing injury to himself. He testified that his wife then left the residential complex on September 2, 2024 and returned to New Jersey to find out what was happening with their son. Mr. Maniyur states he flew from New Jersey shortly after and stayed at the rental unit for two days and then drove their vehicle that was parked at the residential complex back to New Jersey.
16. Assessment evaluations were done and their son was diagnosed on October 30, 2024 with Autism as noted in the assessment report produced for the hearing. Their son was enrolled in private therapy. Mr. Maniyur states his private insurance in the United States covered the evaluation testing and in Ontario there are long wait times to complete the evaluations and that is why the Landlords decided to proceed with having their son evaluated in New Jersey.
17. The Landlords produced a copy of an email dated August 30, 2024 from an Ontario daycare centre program which was in response to the Landlords inquiry about availability to enroll their child. The email from the daycare centre notes the program is currently full and that their child can be waitlisted. It was put to Mr. Maniyur at the hearing why the Landlords did not produce evidence to support that their child was placed on more than one waitlist. Mr. Maniyur states that he would receive notification once a spot is open through a system and the email he produced for the hearing is from the one daycare centre which provided information.
18. Mr. Maniyur states that he and his wife made the decision to prioritize their son's healthcare needs and abandoned the plan for his wife to obtain her Permanent Residency status which she never did obtain. He states they stayed at the rental unit on weekends but it was not their primary residence. He states they did not re-rent the rental unit or list it for sale within 12 months because that would contravene the Act. He states they continued to pay the cost to maintain the rental unit while they lived full-time in New Jersey and produced copies of Enbridge Gas utility bills for the period August 27, 2024 - August 18, 2025. The address for the account shows the other residential property owned by the Landlords and the residential complex address is noted as the service location on the bills. Mr. Maniyur explained that he was working in the United States and did not change the account address. The Landlords also produced a description of the Enbridge account activity for the residential complex for the period of August 2024 – February 2025 which notes the dates that Enbridge Gas issued bills for this address and the dates when pre-authorized payments were made.

19. Mr. Maniyur states the Landlords signed a listing through with a realtor on July 15, 2025 with instructions that the residential complex not be listed for sale on the market prior to August 1, 2025. He states the listing was cancelled in October 2025 because the Landlords could not find a buyer. The cancellation of the listing notes that the property is tenanted and that it may relist in the future. It was put to Mr. Maniyur how long the residential complex was tenanted and he replied that he could not recall when the tenants moved in.
20. It is the Landlords position that the N12 notice was served in good faith because the Landlords acted upon a plan that was in place at the time the N12 notice was served. Mr. Maniyur states that the Landlords maintained the property in their names while living in New Jersey and dealing with the diagnosis and needs of their son.

Did one of the Landlords and their child occupy the rental unit

21. For the reasons below, I do not find that one of the Landlords Mansi Raghavendra Bhat and the Landlords child occupied the rental unit. Therefore, the Tenants have satisfied the third prong of the test under section 57(1)(a) of the Act. Mr. Maniyur testified that his wife Mansi Raghavendra Bhat moved into the rental unit on August 10, 2024 and returned to New Jersey on September 2, 2024 to address what was happening with their son. I find that Mansi Raghavendra Bhat did not really move into the rental unit, rather she stayed there temporarily for approximately three weeks. As a result, I find that she did not occupy the rental unit. There was no evidence led that her son ever moved into the rental unit with her.
22. The receipts produced for the Landlords support that Mansi Raghavendra Bhat purchased some groceries and household items during the period of August 10, 2024 to September 2, 2024 but I do not afford much weight to this evidence because based on the Landlords testimony, Mansi Raghavendra Bhat only resided at the rental unit for approximately 23 days. I determined this amount of time does not equate to her occupying the rental unit.
23. I afford no weight to the Drivers License for Mansi Raghavendra Bhat which displays the address for the residential complex. This is because it was issued in June 2021 and was expired prior to the date of the hearing. Mr. Maniyur testified that he and his wife previously lived at the residential complex and therefore I find it would be reasonable that she would already have a Drivers License with an 2021 issuance date which displays the residential complex.
24. I afford little weight to the hearsay evidence relied on by the Tenants from the neighbour which advises the Tenants there was no activity to support there was anyone living in the rental unit for the period October 2024 to July 8, 2025, other than the Landlords spending time there in August 2024. The neighbour did not testify at the hearing and therefore the information the Tenants are relying upon not be corroborated, or tested. I accept Mr. Maniyur's testimony which concedes that his spouse stayed at the rental unit from August 10, 2024 - September 2, 2024 because he provided a detailed description regarding the circumstances leading to his wife returning to New Jersey after staying at the rental unit.

25. The Enbridge Gas statements do not assist me with establishing that there was anyone was living in the rental unit beyond September 2, 2024 when Mansi Raghavendra Bhat returned to New Jersey. The Landlords concede that they were paying to maintain the rental unit which was not their full-time residence while they continued to live in New Jersey. I find the Enbridge Gas statements support this as it is reasonable that they would have needed to maintain some level of heat during the winter months. Further, Mr. Maniyur also testified that his family would stay at the rental unit on weekends but the frequency in which that happened was not provided.

The Landlords gave the N12 notice for own use in bad faith

26. Based on the evidence before me and on a balance of probabilities, I find the Landlords did not genuinely intend to occupy the rental unit and the N12 notice was served in bad faith for the reasons set out below. Therefore, the Tenants have satisfied the fourth prong of the test under subsection 57(1)(a) of the Act.
27. When the Landlords served the N12 notice, it initiated a response from the Tenants that had the serious consequence of ending the tenancy and requiring the Tenants to relocate. I disagree with the Landlords position that the N12 notice was served in good faith. The Landlords rely on having a plan in place at the time in which the N12 notice was served and due to a change in the circumstances surrounding the Landlords child, Mansi Raghavendra Bhat did not occupy the rental unit with their child for one year. I disagree with this position for the following reasons. An unforeseen change in circumstances that results in the person(s) listed in the N12 being unable to occupy the rental unit does not establish that the N12 notice was served in good faith. I find that the Landlords obligation to act in good faith extends beyond the period when the N12 notice is served and that the period between when the N12 notice was provided to the Tenants, and the time when the Tenants move out must be considered to determine whether the Landlords acted in bad faith.
28. I find that s. 48 of the Act must be considered together with subsection 57(1) of the Act. Section 48 of the Act stipulates that a landlord may provide notice to a tenant to terminate a tenancy if the landlord in good faith requires the rental unit for residential occupation for at least one year by either the landlord, the landlord's spouse, a parent/child of the landlord or the landlord's spouse, or a person who provides care services to one of them and the person receiving the care resides at the rental unit. I find it is therefore necessary to consider all relevant evidence to the Landlords bad faith under subsection 57(1) of the Act to ascertain the true substance of the transaction which is a requirement under s. 202 of the Act and to be able to conduct a fair assessment of good faith.
29. I already noted that I accept Mr. Razdan's testimony that in 2023, the Landlords requested the Tenants pay additional amounts towards the rent in 2023. The text message correspondence between Mr. Maniyur and Mr. Razdan in February 2024 and April 2024 note that the Landlords concede to experiencing financial problems and that the Landlords want to sell the residential complex in June 2024. I find it is clear from this correspondence that the Landlords wanted the Tenants to vacate by June 2024. However, the Declaration the Landlords provided to the Tenants with the N12 Notice notes the Landlord Mansi Raghavendra Bhat and their child intend to move into the rental unit and occupy it for at

least one year. This is a very different intention from what was communicated to the Tenants via text message a few months earlier. I find this evidence supports the Landlords did not have a genuine intention to occupy the rental unit.

30. Mr. Maniyur testified that after the telephone call received on August 29, 2024 which advised that the Landlords son was hurting himself at daycare, Mansi Raghavendra Bhat returned back to New Jersey on September 2, 2024 so the Landlords could address the needs of their son. The evaluation report and Mr. Maniyur's testimony support that a diagnosis of Autism was not provided until October 30, 2024. Mr. Maniyur states that he had checked into early investigation times for Autism in Ontario but the wait times were long and the Landlords had their son tested and evaluated in New Jersey which was covered by Mr. Maniyur's private insurance in the United States. I am not persuaded by Mr. Maniyur's testimony because he led no further evidence to support what the wait times in Ontario were to have their son assessed.
31. Mr. Maniyur produced a copy of an email dated August 31, 2024 from an Ontario daycare which advises the daycare program is full and that their son can be waitlisted. Mr. Maniyur testified that he only produced one email regarding the daycares applied to in Ontario because it was the only one which responded with information. There was no further detail provided by Mr. Maniyur regarding how many other daycares near Brampton that the Landlords had applied to and when the Landlords had submitted an application for enrolment for their son. Based on the Landlords producing one daycare response from an Ontario daycare centre, I am not persuaded that the Landlords had applied to more than one Ontario daycare for their son. I find this supports there was not a genuine intent for Mansi Raghavendra Bhat and their son to occupy the rental unit.
32. Mr. Maniyur testified that the Landlords did not rent the rental unit or list the residential complex for sale within one year of the Tenants vacating because they knew that would contravene the Act. However, when the residential complex did not sell after it was initially listed on August 1, 2025 and the listing was then cancelled in October 2025, Mr. Maniyur's testimony was that he could not recall when the residential complex became tenanted. I draw an adverse inference from this. I am not persuaded that Mr. Maniyur could not recall the date the residential complex became tenanted because that is an important detail relevant to this dispute. I note, Mr. Maniyur was able to recall many other dates throughout his testimony relating to the dates Mansi Raghavendra Bhat spent at the rental unit, the date the telephone call was received from their son's daycare, and the date they received their son's diagnosis.
33. Based on the above, I find that the Landlord served the N12 notice was in bad faith and the Tenants have established each part of the test contained in section 57(1)(a) of the Act.

Remedies

34. The next step is to determine the remedies to be awarded to the Tenants because of the Landlords breach of the Act.

Administrative fine

35. The Tenants claim an administrative fine in an amount to be determined by the LTB. I find an administrative fine in the amount of \$1,000.00 is appropriate. This is to deter the Landlords from engaging in similar action in the future.

Rent Differential

36. Section 57(3)(1) of the Act permits the LTB to grant a rent differential “for a one-year period after vacating the rental unit”. The Tenants request a rent differential of \$1,100.00 per month for twelve months. The monthly rent at the rental unit was \$2,600.00 per month which was undisputed by the Landlords and the Tenants moved into another unit for a fixed term, 12 month lease and paid \$3,700.00 a month starting July 15, 2024 until July 14, 2025. A copy of the new lease agreement was produced for the hearing.
37. Mr. Razdan testified that the rental unit has three bedrooms, was furnished and the Tenants only had use of the upper floor. Mr. Razdan testified that they had use of the garage and the backyard. He testified that the new unit the Tenants moved into is a three-bedroom unfurnished townhouse in Richmond Hill with an unfinished basement and the Tenants had access to the whole house, the backyard, and the garage.
38. I was not provided with the square footage comparison for the rental unit and the new unit but I accept that both contained three bedrooms. However, while the basement was unfinished, the Tenants rented the whole house in Richmond Hill after moving out of the rental unit. The Tenants also moved into a different municipality which impacts the monthly rent. The Landlords position is the rent differential claimed should not be payable due to the Tenants choosing to move to a different municipality.
39. I find a 70% rent differential for 12 months in the amount of \$9,240.00 (70% of \$1,100.00 per month x 12 months) is reasonable. The Tenants moved to a different municipality and testified they had access to the whole house compared to only the upper floor when they lived at the rental unit. I accept the new unit was unfurnished and the Tenants had access to the whole townhouse. I was not provided with the size comparison between the rental unit and the new unit.

Moving and storage expenses

40. The Tenants are claiming \$12,281.88 for the costs they incurred related to moving expenses and for purchasing new furniture for the new unit they moved into. The Tenants produced receipts for these expenses.
41. A detailed breakdown of the amounts totaling \$12,281.88 claimed by the Tenants as follows:
- July 11, 2024 Television (Costco) \$1,172.94;
 - July 6, 2024 Couch (Costco) \$2,033.99;
 - July 7, 2024 Hand Dolly (Costco) \$158.19;
 - July 6 and 7, 2024 Storage Totes (Costco) \$376.15;

- July 7, 2024 2 Beds (Ikea) + assembly \$ 1,801.54;
- July 8, 2024 Dining table + 6 chairs, 2 bar stools, 1 bin, 5 utility carts (Ikea) \$1,670.06;
- July 12, 2024 2 mattresses & 2 mattress protectors (Ikea) \$1,983.15;
- July 18, 2024 2 chest of drawers, 2*2 bedside tables), 1 rocking chair & cushion (Ikea) \$1,431.66;
- July 14, 2024 U-Haul (Brampton to Richmond Hill) \$154.20;
- July 20, 2024 Packing & house cleaning (Brampton) - done over multiple days \$500.00; and
- July 6, 2025 2 men + 26' truck (Richmond Hill to Richmond Hill) \$1,000.00.

42. I find the following expenses relating to moving and storage are reasonable, have been incurred by the Tenants and are supported by the receipts produced for the hearing. Therefore, I find the Tenants are entitled to the following claimed expenses in the amount of \$1,233.54 as follows:

- \$158.00 for hand dolly;
- \$376.15 for storage totes;
- \$45.19 for one Ikea bin with lid (\$39.00 plus HST)
- \$154.20 for U-Haul rental July 14, 2024 – July 15, 2024 in the amount of \$154.20;
- \$500.00 for packing and house cleaning done over multiple days;

43. While I accept the new unit the Tenants moved to was unfurnished, I do not find the Tenants are entitled to reimbursement for the costs they incurred for the purchase of new furniture including dining room table/chairs/stools, chest of drawers, bedside tables, and a couch, beds including mattresses and mattress covers, six utility carts, and a television. I do not find that these are reasonable expenses related to moving and storage.

44. The Tenants are also not entitled to the claimed expense of a \$1,000.00 for the rental of a moving truck with two men. This is because the invoice for this amount is dated July 6, 2025 and notes moving items from one address in Richmond Hill to another address in Richmond Hill. I find this supports that the invoice is for the Tenants moving out of the new unit in Richmond Hill to another residential address in Richmond Hill and is unrelated to the move from the rental unit in Brampton to the new unit.

General Compensation

45. The Tenants request \$31,000.00 for general compensation. It is important to note that as referenced within the Act, an order under this paragraph may be made by the LTB regardless of whether the Tenants have incurred any actual expenses.

46. The Tenants state they have no family in Canada and experienced a lot of stress caused by the Landlords not being able to rent out the basement unit and addressing this loss with the Tenants, and the Tenants having to move out of the rental unit.

47. The Tenants produced a copy of a referral note from a doctor dated August 23, 2023 which referred one of Tenants for psychological counselling. The Tenants stated that their

daughter was slightly over three years of age when they moved to the new unit. As a result, they had to discontinue playdates with other children their daughter knew and stop the extracurricular activities which she enjoyed in Brampton. The Tenants state they also changed doctors and stopped seeing their naturopath when they moved from Brampton to Richmond Hill. The Tenants state that there was a lot of instability after they moved out of the rental unit because they had to set up everything all over again. They stated that their careers took a step backwards and they stopped attending their temple that they previously attended 1-2 times per week. The Tenants state they incurred financial expenses due to having to move and purchased new furniture and amenities which were previously provided when they lived at the rental unit.

48. While I accept that the Landlord serving the Tenants with an N12 notice had a negative effect on them, I do not find that general compensation to be warranted under these circumstances. I do not find the referral note from the doctor is relevant to the Tenants being served with the N12 notice because the referral note pre-dates when the Tenants were served with the N12 notice by approximately 10 months. The Tenants also moved out approximately 5 weeks after receiving the N12 notice and prior to the termination date of September 30, 2024. I find this supports the Tenants did not have difficulty finding another place to move after they received the N12 notice. The Tenants chose to move to a different municipality. While the Tenants cancelled the extracurricular activities their daughter was enrolled in, their daughter was very young at the time of the move and as a result, I find that she would have an opportunity to make new friends and enroll in extracurricular activities following the move to Richmond Hill.
49. Mr. Razdan stated that he and his wife stopped attending the temple 1-2 times per week but did not provide an explanation why they did not attend another temple closer to where the new unit was located. There were no particulars provided by Mr. Razdan to explain how moving from the rental unit resulted in the careers of both Tenants taking a step backward. While Mr. Razdan stated the Tenants had to change doctors, there was no testimony led that the Tenants had difficulty obtaining a new family doctor, or if they tried to find a new naturopath after they stopped seeing their prior naturopath when they moved. Based on the above, I do find general compensation to be warranted given the circumstances.
50. The Tenants incurred \$48.00 for the cost of filing this application and are they are entitled to this expense.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$10,521.54. This amount represents:
 - \$9,240.00 for the rent differential for the increased rent the Tenants have incurred for the one-year period from July 15, 2024 – July 14, 2025;
 - \$1,233.54 for the reasonable moving, storage expenses that the Tenants have incurred because of having to move out of the rental unit; and
 - \$48.00 for the cost of filing the application.

2. The Landlords shall pay the Tenants the full amount owing by June 4, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by June 4, 2026, the Landlords will owe interest. This will be simple interest calculated from June 5, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.
5. The Landlords shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$1,000.00 by June 4, 2026.

May 4, 2026
Date Issued

Kimberly Parish
Vice Chair, 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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.