



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

**Citation:** Kansal v Dave, 2026 ONLTB 34120

**Date:** 2026-05-01

**File Number:** LTB-T-042560-25

**In the matter of:** 52 SILVERTHORNE DR  
CAMBRIDGE ON N3C0B4

**Between:** Rakesh Kansal  
Parul Gupta Tenants

**And**

Harsh Dave  
Neeky Laithangbam Landlords

Rakesh Kansal and Parul Gupta (the 'Tenants') applied for an order determining that Harsh Dave and Neeky Laithangbam (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on January 29, 2026.

The Tenant, Rakesh Kansal, the Landlords, and the Landlords' Legal Representative, Shikha Kapoor, attended the hearing. The Tenant confirmed they have the authority to act on behalf of the other Tenant, Parul Gupta.

### **Determinations:**

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay the Tenants \$10,926.00.
2. To be successful in this T5 application, 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 Landlord 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 Tenant vacated; and
  - The Landlord served the N12 notice of termination in bad faith.
3. There is no dispute between the parties with respect to the first two elements of the legal test. The Tenants received N12 notice of termination ('N12 Notice') on October 8, 2024 with

a termination date at the end of the rental period on December 31, 2025. The N12 Notice indicated that the Landlords require the rental unit for their own personal residential use. The Tenants moved out of the rental unit on March 7, 2025 as a result of the N12 Notice.

4. It is also uncontested that the Landlords did not move into the rental unit, and the unit was put up for sale at the beginning of May 2025 and was sold on or about May 15, 2025.
5. As explained at the hearing, the facts here trigger the reverse onus clause in section 57(5) of the Act. That provision states 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 tenant vacating, the landlord is presumed to have given the notice in bad faith *“unless the contrary is proven on a balance of probabilities”*. Therefore, the onus is on the Landlord to prove the N12 notice was not served in bad faith.

### Change in Circumstances

#### *Landlord's evidence – Harsh Dave ('H.D.')*

6. H.D. testified that on January 29, 2024, he communicated with the Tenants by text message<sup>1</sup>, advising them that it was his intention to move into the rental unit on May 1, 2024. The Tenants responded that they would not be able to vacate the unit by April 30, 2024.
7. H.D. explained that he and his spouse, Neeky Laithangbam, were residing in Florida at the time. Due to the high cost of IVF treatment in the United States, they intended to return to Canada to pursue treatment options.
8. H.D. testified that he returned to Ontario on April 29, 2024<sup>2</sup>, to speak with the Tenants in person in an effort to reach an amicable move-out date. No agreement was reached. On September 29, 2024, he contacted the Tenants again by text message<sup>3</sup>, urging them to vacate the rental unit, but without success. He subsequently retained legal counsel, who on October 8, 2024, served the Tenants with an N4 Notice of Termination for non-payment of rent and an N12 Notice.
9. H.D. testified that the Tenants did not vacate the rental unit by the termination date set out in the N12 Notice. However, on February 12, 2025, he received an email<sup>4</sup> from the Tenants advising that they would be vacating the unit on March 7, 2025.
10. H.D. testified that he and Ms. Laithangbam purchased round-trip airline tickets<sup>5</sup> and arrived in Ontario on March 7, 2025, with the intention of moving into the rental unit. He stated that shortly after their arrival, he and Ms. Laithangbam had a serious argument that resulted in their decision to separate and end their marriage. H.D. remained in the rental unit until April 1, 2025, but found that staying there caused him significant emotional distress, leading him to list the property for sale.

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<sup>1</sup> Landlords' Submissions - DOC-7211593 – Pages 12 to 13

<sup>2</sup> Landlords' Submissions – Document 2 – DOC-7217066

<sup>3</sup> Landlords' Submissions - DOC-7211593 – Page 15

<sup>4</sup> Landlords' Submissions – DOC-7211593 – Page 24

<sup>5</sup> Landlords' Submissions – DOC-7211593 – Pages 26 to 28

11. H.D. confirmed that he owned two properties in Ontario, one in Cambridge and one in Kitchener. The rental unit was sold in May 2025, and the second property was sold in November 2025. He stated that both properties were sold at a financial loss.
12. H.D. testified that on April 15, 2025, he received a job offer<sup>6</sup> in Fort Myers, Florida, with a start date of April 29, 2025. He explained that he had not sought employment in Ontario because he was uncertain whether the Tenants would vacate the rental unit. He added that it had always been his and Ms. Laithangbam's intention to return to Ontario and reside in the rental unit; however, due to the breakdown of their marriage and the ongoing uncertainty regarding the Tenants' departure, his circumstances changed, leaving him with no option but to sell both properties.

*Landlord's evidence – Neeky Laithangbam ('N.L')*

13. N.L. testified that she is a registered nurse employed in Florida. She stated that after arriving at the rental unit following the Tenants' departure, she and H.D. invited friends to the home to celebrate regaining possession of the property. During the gathering, an argument between herself and H.D. escalated significantly. She testified that they had genuinely intended to return to Ontario and reside in the rental unit, and she corroborated H.D.'s evidence that she planned to pursue IVF treatment in Ontario due to the substantially higher cost of such treatment in the United States. She explained that, as a result of the serious argument, she decided to end the relationship and return to Florida. She further testified that she advised H.D. to assume responsibility for the house, as she no longer wished to be involved.

## Analysis and Legislation

14. In *Elkins v. Van Wissen*, 2023 ONCA 789, the Court of Appeal for Ontario found that in determining bad faith, the LTB must consider all the evidence before it that is relevant to the landlord's bad faith. It is an error of law for the Board to restrict its consideration to the evidence at the point in time when the landlord gives the tenant the termination notice.
15. In *Salter v. Belijinac*, 2001 CanLii 40231 (ON SCDC), the Divisional Court determined that a landlord satisfied the "good faith" requirement to terminate a tenancy where the person identified in the notice of termination genuinely intends to occupy the rental unit for residential purposes.
16. I am satisfied, based on the evidence before me, that the Landlords have not established a genuine intention to occupy the rental unit for residential purposes. Although the Landlord testified that he contacted the Tenants in January, April, and September 2024 requesting that they vacate the unit, proper notice was not served until October 2024 by way of the N12 Notice. The Landlord provided no documentary evidence demonstrating that he and Ms. Laithangbam were returning to Ontario on a permanent basis for IVF treatments. While there is documentary evidence confirming the breakdown of the Landlords' relationship, the Landlord's receipt of a job offer in Fort Myers, Florida on April 15, 2025 supports the

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<sup>6</sup> Landlords' Submissions – DOC-7211593- Pages 35 to 36

conclusion that they returned to Ontario primarily to sell their properties and relocate to Florida on a permanent basis.

17. Accordingly, based on the evidence before me I find the Landlords have not rebutted the presumption of bad faith arising from the lack of occupation and sale of the property within the 1-year time period. I am satisfied the Tenants have established on a balance of probabilities that the Landlords served the N12 notice in bad faith.

### Remedies

18. In the T5 application, the Tenants are not seeking a rent abatement nor a rent differential, however they request \$4,000.00 in out-of-pocket moving costs, \$25,000.00 in general compensation and the Landlords be ordered to by a fine to the LTB. In the application they state:

“I am seeking COMPENSATION FOR BAD FAITH EVICTION including but not limited to moving expenses emotional distress harassment mental stress anxiety and other cost incurred. I request maximum allowable remedies under the Residential Tenancies Act for BAD FAITH EVICTION AND ABUSE OF PROCESS”

19. The Tenants provided a paid invoice from BG Moving Corp. which shows the Tenants paid \$3,378.00 to move their belongings from the rental unit to their new residence. I find these costs are reasonable and are therefore granted.
20. Pursuant to section 57(3)1.1 of the Act, the Tenants are also seeking an order for general compensation of \$25,000.00 representing emotional distress, mental stress, harassment, and anxiety.
21. The Tenant provided documentary evidence by way of a letter<sup>7</sup>, dated October 28, 2024, from Dr. Bilquis Quresh. The letter states that the Tenant was involved in a motor vehicle accident in May 2023, resulting in multiple injuries. He continues to experience pain, and his mobility has become significantly restricted. The letter further indicates that the Tenant is unable to drive due to symptoms consistent with PTSD. No additional documentary evidence relating to stress or anxiety was provided by the Tenants.
22. While I accept that moving is inherently stressful, I find the Tenants' request for general compensation in the amount of \$25,000.00 to be excessive. Although I am not satisfied that the Landlords engaged in conduct amounting to harassment, I accept that the Tenants experienced some stress and anxiety associated with the move. However, the Tenants did not provide sufficient detail or evidence to establish that the process of locating and relocating to a new residence resulted in significant emotional distress or anxiety.
23. For these reasons, pursuant to section 57(3)1.1 of the Act, I find it reasonable and appropriate to grant the Tenants \$7,500.00 in general compensation for the stress and anxiety of moving.
24. The Tenants also requested the Landlords pay an administrative fine. The Tenants have been awarded a substantial monetary remedy, which I find provides a sufficient deterrent,

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<sup>7</sup> Tenant's evidence – DOC-7176958 – Dr. Qureshi Disability Note Oct 28, 2024

as the Landlords are no longer renting properties. The request for an order for an administrative fine is denied.

**It is ordered that:**

1. The total amount the Landlords shall pay the Tenants is \$10,926.00. This amount represents:
  - \$3,378.00 for the reasonable moving, and other like expenses that the Tenants have incurred as a result of having to move out of the rental unit.
  - \$7,500.00 for general compensation.
  - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by May 12, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by May 12, 2026, the Landlords will owe interest. This will be simple interest calculated from May 13, 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.

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

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Susan Priest  
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.