



Order under Section 57 Residential Tenancies Act, 2006

Citation: Krausewitz v Handa, 2026 ONLTB 35765

Date: 2026-05-11

File Number: LTB-T-097731-23

In the matter of: 5612 Thorn Lane
BURLINGTON ON L7L6T5

Between: Jennifer Krausewitz Tenants
Mark Krausewitz

And

Vivek Handa Landlord

Jennifer Krausewitz and Mark Krausewitz (the 'Tenants') applied for an order determining that Vivek Handa (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on December 2, 2025, and April 30, 2026.

The Tenants, the Landlord, the Landlord's legal representative, Everett Russell, and the Landlord's witness, Simran Handa, attended the hearing on December 2, 2025. The Tenants, the Landlord and the Landlord's witness attended the hearing on April 30, 2026. The Landlord was self-represented for the continuation of the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Preliminary Issues:

Named Landlord parties

1. At the outset of the hearing on December 2, 2025, the Landlord's legal representative submitted that Vivek Handa Dentistry Professional Corporation was improperly named as a Landlord in the application.
2. The Tenant acknowledged uncertainty as to whether both the individual and the corporation were required to be named and agreed to its removal. The application was accordingly amended to remove the corporation as a Landlord party.

Tenant's amendment request

3. On November 24, 2025, the Tenant submitted a written request to add additional remedies, specifically moving costs and water heater rental costs.
4. The Landlord did not object to this request.
5. Although the Tenant did not strictly comply with Rule 15 of the LTB's Rules of Procedure, I have discretion under Rule 15.4 to grant the amendment.
6. The Landlord, represented by counsel and with Portal access, was reasonably aware of the requested additions. The proposed amendments do not substantially alter the nature of the application and the quantum of remedies requested. In the circumstances, I find that allowing the amendment does not significantly prejudice the Landlord and accordingly, the Tenant's request was granted.

Tenant's further request to amend

7. At the outset of the hearing on April 30, 2026, the Tenant sought to amend the application to claim \$33,000.00 in general compensation under subsection 57(3) of the Residential Tenancies Act, 2006, relying on legal advice obtained the evening prior.
8. The Tenant's request was denied. The Tenant gave no advance notice of this substantial increase in the remedies sought and ought to have sought legal advice earlier. The Board provides clear guidance on available remedies in Interpretation Guideline 12: Eviction for Personal Use, Demolition, Repairs and Conversion. Allowing the amendment would be unduly prejudicial to the Landlord.

Determinations:

9. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$17,792.32 on or before July 11, 2026.

Evidence and analysis

10. Subsection 57(1)(a) 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 under section 48 of the Act;
 - The Tenant 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.

11. There is no dispute that on or about May 1, 2023, the Landlord served the Tenant with a N12 Notice of Termination ('the Notice') stating that the Landlord's daughter intended to occupy the rental unit. It is also undisputed that the Tenant moved out in accordance with the Notice.
12. It is further undisputed that the rental unit remains vacant. The Landlord submits that his daughter's occupancy has been delayed due to the need for significant work in the unit and his financial inability to complete the work.
13. The rental unit is a single-family home of approximately 3,000 square feet, with four bedrooms, 2.5 bathrooms, a garage, and a fenced backyard. It is undisputed that the Tenant resided in the unit for approximately five years.
14. The Tenant testified that beginning in the summer of 2022, the Landlord sent text messages indicating that his costs were too high and that he needed to increase the rent. The Tenant submitted copies of these messages, in which the Landlord refers to being unable to cover expenses and states that the Tenant's rent is below market rates for comparable units.
15. The Tenant submitted a further text with the Landlord stating in part:

"Will probably be by January I'll consult my lawyer I'm sorry the cost are too much for me to hold and I never raised your rent all along when I could have, you guys have been great just now things are hating [sic] expensive to me so I'm letting you know I will be selling and I already have a buyer."
16. The Tenant testified that on May 1, 2023, the Landlord attended the property to conduct an inspection and did not raise any concerns about the condition of the unit at that time. Following the inspection, the Landlord served the Notice indicating that his daughter would be moving in.
17. The Landlord testified that the rental unit is the home in which his daughter previously resided with her mother, who has since passed away. He stated that his daughter has a strong sentimental attachment to the home and wishes to live there independently. The Landlord also testified that he had promised his late wife that the house would be given to his daughter "no matter what." He maintained that if his motivation were financial, he would not have left the unit vacant but would have re-rented it.
18. The Landlord further testified that after the Tenant vacated, his daughter attended the property and was dissatisfied with its condition, describing it as very dirty, with grease-covered kitchen cupboards and a strong odour of dog. The Landlord stated that his daughter provided a list of required work before she could move in. He testified that a contractor advised it would be more cost-effective to replace the kitchen rather than clean it and provided an estimate totalling \$77,794.50. A significant portion of this estimate relates to a full kitchen renovation.
19. The Landlord submitted photographs of portions of the kitchen, laundry room, and main floor to support his position that the unit was left in an unclean condition.

20. The Landlord also testified that he incurred approximately \$7,000.00 in landscaping expenses to remove plants installed by the Tenant without authorization and to re-sod the backyard, including installation of an irrigation system. He submitted an invoice for this work. The Landlord stated that after completing this work, he did not have sufficient funds to undertake the interior repairs required for his daughter to move in.
21. The Landlord's daughter, Simran Handa ("S.H."), testified that she expressed interest in living in the unit sometime between her first and second year of university. She stated that the property's proximity to her school and her desire for independence motivated her request.
22. S.H. testified that she did not attend the property before asking to live there. After the Tenant vacated, she inspected the main floor and laundry room and described the condition as significantly below normal wear and tear. She testified that the kitchen was heavily soiled and that pet dander caused an allergic reaction. She stated that the home required deep cleaning, carpet removal, and a kitchen renovation before she could move in. She acknowledged that she did not inspect the upper level of the home.
23. S.H. testified that she continues to intend to move into the unit and would have done so earlier if the renovations had been financially possible.
24. The Tenant disputes the Landlord's characterization of the unit's condition. The Tenant submitted photographs taken during the tenancy and at move-out, which show the unit to be clean and well-maintained.
25. The Landlord submits that the Tenant's photographs are selective and primarily depict the upper level, omitting areas such as the kitchen, laundry room, and main living areas.

Was the Notice served in bad faith?

26. For the following reasons, I find, on a balance of probabilities, that the N12 Notice of Termination was given in bad faith.
27. I find there are inconsistencies in the Landlord's evidence that undermine his credibility. The Landlord repeatedly testified that the property was always intended for his daughter and that he had promised his late wife that it would remain in his daughter's possession. However, this is inconsistent with the text message in which the Landlord advised the Tenant that he intended to sell the property and already had a buyer. This contradiction raises concerns about the reliability of the Landlord's evidence, as either statement cannot be reconciled with the other.
28. Based on the photographic evidence, I do not find that the rental unit was in an uninhabitable condition as described by the Landlord and his daughter. The Landlord's photographs show, at most, scuff marks, minor debris, and dirt consistent with normal wear and tear after five years of occupancy. At most, the main floor of the unit appears to have required a thorough cleaning.
29. I also find it illogical that if the Landlord's daughter urgently wished to occupy the unit and interior work was required for that purpose, the Landlord would prioritize spending

approximately \$7,000.00 on landscaping and installation of an irrigation system in the backyard rather than addressing the interior condition of the home.

30. Based on the documentary evidence, including the Landlord's own communications, I find it more likely than not that the Landlord was motivated by financial considerations, specifically the gap between rising expenses and the rent being paid, and that this was the true reason for seeking vacant possession.
31. While the Landlord has neither re-rented nor sold the property, I do not find this determinative of his motive. The Tenant filed this application on December 12, 2023, and Board records indicate that the Landlord was promptly notified and given access to the application. In these circumstances, I find it reasonable to conclude that the Landlord chose to leave the unit vacant to avoid the appearance of bad faith while the application was pending.
32. As noted above, I find that, at most, the rental unit required a thorough cleaning. Given that the unit has remained vacant since the Tenant vacated in July 2023, I find that the person identified in the Landlord's N12 notice did not occupy the rental unit within a reasonable time after the Tenant vacated.
33. Based on all of the evidence before me, I am satisfied on a balance of probabilities that the Tenant has established each of the elements required under subsection 57(1)(a) of the Act.

Remedies

34. The remaining issue is the appropriate quantum of remedies to be awarded. The Tenant seeks compensation for rent differential, out-of-pocket moving expenses, and additional costs associated with a water heater rental at the new unit

Rent differential

35. The Tenant testified that the rent for the new unit is \$1,230.00 per month higher than the rent paid at the former rental unit. The Tenant stated that the two units are comparable in size, with the same number of bedrooms and bathrooms; however, the new unit has a smaller backyard and no front yard.
36. The Landlord did not challenge this evidence.
37. Although the Tenant did not submit a copy of the new lease, I accept the Tenant's uncontested oral evidence that the current rent is \$3,895.00 per month. I do not find this amount unreasonable for a four-bedroom detached home in Burlington.
38. I find that the units are broadly comparable, although the Tenant has experienced some loss of outdoor space. Given the Tenant's five-year tenancy at the former unit, I find it appropriate to award the maximum rent differential permitted under the Act, being one year.
39. Accordingly, the Tenant is entitled to rent differential for a period of one year from the date they vacated the rental unit, in the amount of \$14,760.00.

Moving Expenses

40. The Tenant seeks \$2,500.00 for moving expenses, which included two truck rentals and the assistance of three movers.
41. While no documentary evidence was provided, the Act permits the Board to award reasonable out-of-pocket moving expenses.
42. I accept the Tenant's testimony regarding these costs. Given that the Tenant was relocating from a fully furnished four-bedroom home after five years of occupancy, I find the claimed amount to be reasonable.
43. The Tenant is therefore entitled to \$2,500.00 for moving expenses.

Water heater rental

44. The Tenant also seeks compensation for a water heater rental charge at the new unit, which they did not incur at the previous unit. The Tenant testified that this cost is \$40.36 per month.
45. Subsection 57(3) of the Act permits the Board to make "any other order that the Board considers appropriate."
46. In the circumstances, I find it appropriate to award compensation for this additional expense for a period of one year. This duration is consistent with the time limits applicable to other remedies under the Act and reflects a reasonable adjustment period.
47. Accordingly, the Tenant is entitled to \$484.32 for the cost of the water heater rental for one year.
48. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
49. This order contains all of the reasons for the decision within it and no further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$17,792.32. This amount represents:
 - \$14,760.00 for increased rent the Tenant has for the one-year period from July 15, 2023 to June 14, 2024.
 - \$2,500.00 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.
 - \$484.32 for compensation for the Tenant's water heater rental charges for the one-year period from July 15, 2023 to June 14, 2024.
 - \$48.00 for the cost of filing the application.

2. The Landlord shall pay the Tenant the full amount owing by July 10, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 10, 2026, the Landlord will owe interest. This will be simple interest calculated from July 11, 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 11, 2026
Date Issued

Melissa Anjema
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.