



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

**Citation:** Minnema v Dipak, 2026 ONLTB 36115

**Date:** 2026-05-06

**File Number:** LTB-T-084465-24

**In the matter of:** 479 NORTHCLIFFE BLVD  
YORK ON M6E3L4

**Between:** Deanna Minnema Tenant

**And**

Ajitpal Dipak Landlord

**And**

Ziren Wen Purchaser

Deanna Minnema (the 'Tenant') applied for an order determining that Ajitpal Dipak (the 'Landlord') and Ziren Wen (the 'Purchaser') gave a notice of termination in bad faith.

This application was heard by videoconference on March 5, 2026.

The Landlord, the Landlord's Legal Representative, Elizabeth Purkiss, the Tenant, and the Tenant's Legal Representative, Josh McDougall, attended the hearing. Kulwinder Chenney ("KC") attended the hearing as a witness for the Landlord. As of 1:40 p.m., the Purchaser was not present or represented at the hearing. As a result, the hearing proceeded with the Tenant's and the Landlord's evidence.

### **Determinations:**

1. As explained below, the Tenant proved, on a balance of probabilities, that the Landlord gave a notice of termination in bad faith. Therefore, the Landlord must pay the Tenant \$21,048.00 by May 17, 2026.
2. 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 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.
3. There was no dispute that the Landlord served the Tenant an N12 notice of termination. The notice stated that the Landlord had entered into an agreement of purchase and sale for the rental unit, and that the Purchaser required vacant possession of the rental unit for their own residential use.
  4. There was also no dispute that the Tenant vacated the rental unit on October 31, 2023 as a result of the N12 notice of termination.
  5. The Tenant testified that she was searching for rental units and came across the rental unit being listed for rent on February 28, 2024, a mere four months after the Tenant vacated the rental unit. The Landlord did not dispute the listing and the Purchaser did not attend the hearing to contest or explain the listing. As such, I find it more likely than not that the Purchaser did not move into the rental unit as stipulated on the N12 notice of termination and instead rented the rental unit to new tenants after the Tenant vacated.
  6. The Landlord submitted a copy of the Agreement of Purchase and Sale ("APS") into evidence. The APS with a completion/closing date of November 1, 2023 was signed by the Landlord and the Purchaser on August 14, 2023. At the hearing, the Landlord testified that he had no contact with the Purchaser and that all communication regarding the sale of the rental unit was done through realtors and lawyers.
  7. The Landlord testified that he understood that the Purchaser wanted vacant possession of the rental unit to demolish the property and rebuild their home.
  8. The Landlord testified that he was not directed or instructed by anyone to serve the N12 notice of termination and was aware that the notice was needed to terminate the tenancy. The Landlord at no point rescinded the N12 notice of termination.
  9. The Landlord testified that he commenced negotiations with the Tenant on September 1, 2023 for a cash for keys deal. The Landlord subsequently negotiated with the Tenant's Legal Representative and the parties settled on a deal on September 30, 2023.
  10. KC is the Landlord's realtor and testified that the Landlord had no contact with the Purchaser and that he was the one who communicated with the Purchaser's realtor, Jeff, via text messages and phone calls.
  11. KC testified that there were no conditions on the APS
  12. KC testified that Jeff informed him that the Purchaser wanted to rebuild and sell the rental unit. As a result, KC requested the Purchaser to sign an affidavit that "they have no intentions to rent the property other than rebuilding and selling it" on August 23, 2023. On August 24, 2023, KC sent Jeff a blank Declaration form and informed Jeff that the Purchaser can fill out the form declaring that they are not renting the property for the next 12 months and that it is for their personal use. On August 25, 2023, KC informed Jeff "we need to get this supplied to the tenant within this month so that we can give this to tenant 60 days before closing". Jeff responded that he understood the notice of termination was already served and is waiting for instructions from the Purchaser. KC responded informing Jeff that the notice has been provided to the Tenant but the Landlord is requesting the

Declaration as it “will save him from any type of question coming from tenant”. The text messages between KC and Jeff were submitted into evidence. (DOC-5670839)

13. Based on the evidence before the Board, I find that the Landlord was aware or ought to have been aware that the Purchaser did not intend to use the rental unit for their own residential purposes. The Landlord testified that he was aware of the communication between KC and Jeff and I find it more likely than not that KC, as the Landlord’s realtor, acted on the instructions of the Landlord. KC’s communication with Jeff was clear and demonstrates that the Purchaser’s intention was to rebuild the rental unit and sell. KC was aware of this and proceeded to request the Purchaser to sign a Declaration falsely declaring that the Purchaser wants the rental unit for their personal use. There was no evidence before the Board that the Purchaser signed such Declaration.
14. The Landlord nevertheless continued to advance the Tenant’s move out without rescinding the N12 notice of termination or informing the Tenant that the Purchaser had no intention to move into the rental unit. In my view, the manner by which the Landlord conducted the termination of the tenancy strongly suggests an intention to circumvent the Tenant’s protections under the Act. While the Landlord submits it is not the Landlord’s responsibility to confirm the Purchaser’s intention, I disagree.
15. By serving the N12 notice of termination, the Landlord initiated events that had the serious consequence of ending the tenancy and compelling the Tenant to relocate which is a substantial undertaking, especially for a relatively long tenancy that commenced in 2017. In my view, the Landlord had an obligation to satisfy himself that the conditions precedent for serving an N12 notice of termination on behalf of a Purchaser had been met—namely that the Purchaser themselves required the unit in good faith for the purpose of residential occupation.
16. In its decision in *Elkins v. Van Wissen*, 2023 ONCA 789, the Court of Appeal quotes with approval paragraph 22 of the Board’s decision in *Duarte v. 2132338 Ontario Ltd.*, 2021 CanLII 146522 (ON LTB) which says:

However, in relaying the Purchaser’s intentions to terminate the tenancy, the Landlord does not serve as a mere messenger with no duties or obligations to the Tenants. By conveying the Purchaser’s stated intention to occupy the rental unit, the Landlord initiated events that had the serious consequence of ending the tenancy and compelling them to relocate their family, a substantial undertaking even in the absence of a global pandemic. As a result, I find that the Landlord had a duty to the Tenants to exercise some due diligence to confirm the good faith intentions of the Purchaser before putting the eviction in motion. Otherwise, an unscrupulous purchaser would be free to use a landlord as a straw man to divest tenants of their housing and thereby evade the statutory protections afforded to them under the Act.

17. In the present case, the Landlord was aware of the Purchaser’s intention to not move into the rental unit and knew, or should have known, that he was not entitled to terminate the Tenant’s tenancy under the circumstances. Even if I considered that the Landlord was unaware of the Purchaser’s true intentions until August 23, 2023, the Landlord opted to withhold this information from the Tenant and continued the cash for keys negotiation. At

best, I find that the Landlord was wilfully blind to its duties and obligations and readily exploited the Tenant's ignorance of the Purchaser's intentions to terminate the tenancy.

18. As such, I find the Landlord gave the Tenant the notice of termination in bad faith.

### *Remedies*

19. Having proven, on a balance of probabilities, that the Landlord gave the notice of termination in bad faith, the Tenant is entitled to a remedy described in subsection 57(3) of the Act.

20. The Tenant requested an order for the difference in rent the Tenant paid for one year after vacating the rental unit, moving and storage expenses, and general compensation.

21. There was no dispute that the monthly rent was \$1,000.00 when the Tenant vacated the rental unit. The Tenant introduced a letter from her current landlord of the accommodation she moved into after vacating the rental unit and testified that her monthly rent after vacating the rental unit was \$2,500.00. The Landlord did not introduce evidence to contradict the Tenant's evidence on this issue. I therefore find the Tenant's evidence of the increased in rent they were required to pay to be reliable and credible.

22. The new accommodation is in the same neighbourhood as the rental unit. The Tenant testified that the units were similar in size and both are basement units but they vary in certain aspects. The rental unit had in-suite laundry, a gas stove, inclusion of internet and utilities, access to a backyard and shed, newer kitchen finishes and one bedroom. The new accommodation had parking included, no bedroom, shared laundry with two other units, no gas stove, no dishwasher, and was dated compared to the rental unit. There was no evidence before the Board that the rental unit was inferior to the Tenant's new accommodation or the Tenant's new accommodation was a betterment.

23. Based on the parties' evidence, I find the Tenant paid an increase of \$18,000.00 (\$1,500.00 x 12) in rent for the one-year period after they vacated the rental unit. The Tenant is entitled to this amount pursuant to subsection 57(3)1 of the Act.

24. The Tenant is seeking moving expenses in the amount of \$3,000.00. The Tenant testified she took a day or two off work to move, paid cash to her friends and family to help her move, and that her father rented a truck for the move. The Tenant did not provide any documentary evidence, such as receipts, for any out-of-pocket expenses incurred nor did the Tenant bring any witnesses to confirm any costs. Given that this is the Tenant's application, I find the Tenant has failed to provide sufficient evidence to establish these costs. As such, this claim is dismissed.

25. The Tenant requested \$12,000.00 for general compensation. It is important to note that as reference in the Act, an order under this paragraph may be made regardless of whether the Tenant has incurred any actual expenses. Although I accept the Tenant's evidence that the N12 notice of termination had a negative effect on her, I do not find that general damages in the amount of \$12,000.00 to be warranted in these circumstances. The Tenant provided no documentary evidence to support the proposition that the Tenant experienced any decline in mental health or an increase in stress from the service of the N12 notice of termination. Based on the evidence before the Board and given the length of the tenancy, I

find that an award of \$3,000.00 to be reasonable and an order for this amount will issue accordingly.

26. As the Tenant's application is successful, the Tenant is entitled to reimbursement for his costs of filing the application in the amount of \$48.00.
27. The Court in *Elkins* ruled at paragraph 52 that, "*After making both those determinations, the Board must then consider what orders to make in respect of the landlord and the purchaser.*" [Emphasis added.] While it could be argued in some cases that the Purchaser be responsible for the bad faith notice and be ordered to pay the remedies granted, I do not find this to be the case here. There were no direction or instructions from the Purchaser to the Landlord to serve the N12 notice of termination. The evidence shows that the Purchaser was transparent and ultimately informed the Landlord that they intended to use the rental unit for investment – and not residential – purposes. As such, I do not find the Purchaser acted in bad faith and it was the Landlord who acted in bad faith. The Landlord shall be ordered to pay the remedies to the Tenant.

**It is ordered that:**

1. The total amount the Landlord shall pay the Tenant is \$21,048.00. This amount represents:
  - \$18,000.00 for increased rent the Tenant has incurred for the one-year period from November 1, 2023 to October 31, 2024.
  - \$3,000.00 for general compensation.
  - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 17, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 17, 2026, the Landlord will owe interest. This will be simple interest calculated from May 18, 2026 at 4.00% annually on the balance outstanding.

**May 6, 2026**  
**Date Issued**

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Vicky Liu  
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.