



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

File Number: LTB-T-096534-25

In the matter of: 42 RUTH AVE
BRAMPTON ON L6Z3X2

Between: Annette West Tenant

And

Waqar Haider Landlord

Annette West (the 'Tenant') applied for an order determining that Waqar Haider (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on May 4, 2026.

Only the Tenant, and another Tenant who was not named in the application form, Rhodaq West, attended the hearing.

As of 9:18 a.m., the Landlord was not present or 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:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must provide compensation to the Tenant as set out in this Order.

Relevant Law, Burden of Proof and Admissions

2. On an application for service of a N12 Notice of Termination for the Landlord's own use in bad faith, 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.
3. Additionally, subsection 57(5) of the Act provides that it is presumed, unless contrary is proven on a balance of probabilities, that a Landlord served a Notice of Termination under section 48 in bad faith if after the N12 Notice of Termination is given and within 12 months of the Tenant vacating the unit, the Landlord advertises the rental unit for rent (among other activities).
 4. The Tenant testified that in accordance with the N12 Notice to Terminate served and subsequent Order dated January 30, 2025, she vacated the rental unit and moved out on February 10, 2025.
 5. The N12 Notice identified the Landlord, his spouse and child as the intended occupants of the rental unit.

The Landlord did serve the N12 Notice in bad faith

6. The Tenant testified that she was in the neighbourhood in August 2025 and went to see the Landlord to say hello as she felt that they had a good relationship in the past and wanted to see him. However, when she went to the rental unit expecting to find him there, he was not there and instead she found 4 new tenants were living there.
7. She spoke with one of the Tenants and that is how it came to her knowledge that the Landlord had rented out the unit to new tenants after she had vacated the unit.
8. The Tenant also testified that at some point one of her friends went to the rental unit to see her but instead found new tenants living at the rental unit. The Tenant was unable to confirm when this incident took place, but she thinks that maybe it was before August 2025.
9. The Landlord did not appear at the hearing today but the Tenant did direct me to DOC ID 7887059 and 788063 – Exhibits 2 and 3 whereby the Landlord had written an email to the Tenant stating that he has all the evidence and proof that his nephew and his nephew's family are living in the unit and will bring this all to the Tribunal at the hearing. However, no evidence was presented before me today to show that the N12 Notice to Terminate was not served in bad faith. As set out above, the N12 notice identified that the Landlord, his spouse and child intended to occupy the rental unit. For these reasons, I am not satisfied that the notice was served in good faith.
10. As a result, I find the Tenant has demonstrated all of the required elements under subsection 57(1)(a).

Remedies

11. The Tenant was paying \$1,711.55 per month in rent to the Landlord. The Tenant's new rent is now \$2,950.00 per month, which amounts to a \$1,238.45 per month increase in rent. Therefore, I find that the Landlord must pay the Tenant \$14,861.40 for the increased rent that the Tenant has incurred for a one-year period after the Tenant moved out of the rental unit.
12. DOC ID 7882955 – Exhibit 1 confirmed that the Tenant had incurred moving costs of \$1,500.00. Therefore, I find that the Landlord must pay the Tenant \$1,500.00 for the reasonable out-of-pocket moving, storage and other like expenses that the Tenant has incurred or will incur as a result of having to move out of the rental unit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$16,409.40. This amount represents:
 - \$14,861.40 for increased rent the Tenant has incurred for the one-year period from February 2025 to January 2026.
 - \$1,500.00 for the reasonable moving expenses that the Tenant has incurred as a result of having to move out of the rental unit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 30, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 30, 2026, the Landlord will owe interest. This will be simple interest calculated from May 31, 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 19, 2026
Date Issued

Farzana Kanji
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

