



**Order under Section 21.2 of the Statutory Powers Procedure Act
and Section 57 of the
Residential Tenancies Act, 2006**

File Number: LTB-T-033109-24-RV

In the matter of: 1804, 159 DUNDAS ST E
TORONTO ON M5B0 A9

Between: Ranjot Singh Tenant

and

Lu Qing Landlord

Review Order

Ranjot Singh (the 'Tenant') applied for an order determining that Lu Qing (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-033109-24 issued on September 19, 2025.

On November 7, 2025, the Board granted interim order LTB-T-033109-24-RV-IN2 cancelling order LTB-T-033109-24 issued on September 19, 2025 and directing a rehearing of the application.

The application returned before me in videoconference room 103 on May 5, 2026 to be reheard.

The Tenant, the Landlord and the Landlord's legal representative Carman Dawdy attended the hearing.

Determinations:

1. To succeed on this application, the Tenant must prove each of the requirements of paragraph 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') on a balance of probabilities:
 - (a) The Landlords gave the Tenants notice of termination under section 48 of the Act (an N12 notice);
 - (b) The Tenants vacated the rental unit as a result of the N12 notice;
 - (c) No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and

(d) The Landlord served the N12 notice in bad faith.

2. The Act also contains a reverse onus in subsection 57(5) which provides that, if a landlord gives a notice under section 48 and then puts the unit up for 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 Landlord must prove on a balance of probabilities that she did not give the N12 notice in bad faith because she admits she advertised the unit for rent on or about April 23, 2024.
3. In some situations, the Board may determine that an unforeseen change in circumstances which prevents the person named in the N12 Notice from taking possession is sufficient to show that the Landlord did not act in bad faith.¹
4. The Court of Appeal for Ontario has determined that a landlord’s good faith obligations towards a tenant in respect of an N12 notice continue beyond the date it was given.² It is not sufficient for the Landlord to demonstrate that she had intended to live in the unit at the time the N12 notice was given. Rather, a landlord must act in good faith throughout her dealings with her tenant.
5. I find that the Landlord has failed to discharge her burden of proof because her explanations were inconsistent, vague and unproven. She testified that she gave the N12 notice on February 12, 2024 for two reasons. First, she was breaking up with her boyfriend and wanted to move out of their shared accommodation. Second, she is a student at a nearby university, so the rental unit was suitably located. The Landlord testified that she moved in but offered nothing by way of corroboration to show that she established residence at the rental unit. In any case, the Landlord reconciled with her boyfriend and vacated the rental unit two months later. The parties agreed that she offered to allow the Tenant to re-enter at the same rent but by then the Tenant had committed to another tenancy agreement and was not in a position to accept the offer. So she re-rented the unit.
6. The Landlord explained that she began marketing the unit immediately after the Tenant moved out not because she had any intention to re-rent, but because she was testing the market and while in the process of reconciling with her boyfriend. She also offered to allow the Tenant to remain if he agreed to a higher rent, not because she was motivated by profit, but because she was in a bind. If the Tenant did not move out, she would need to rent a place of her own and needed the additional income for that purpose. The Landlord did not support any of her account with corroboration. In any case, even if accepted, the Landlord’s evidence is incapable of rebutting the presumption of bad faith because, based on the guidance given by the Court of Appeal in *Elkins*, I find that the Landlord had an ongoing obligation of good faith and therefore ought to have considered her options and finalized her plans before, not after she dispossessed the Tenant.
7. Therefore, I find the application must be allowed because the Tenant has proven the grounds on a balance of probabilities.

¹ See for example: *TST-99804-18 (Re)*, 2019 CanLII 134477 (Ont. LTB); *TST- 80046-16 (Re)*, 2017 CanLII 28627 (Ont. LTB); and, *TST-66921-15 (Re)*, 2016 CanLII 39740 (Ont. LTB).

² *Elkins v. Van Wissen*, 2023 ONCA 789 at paras 42-45.

8. Having established the grounds for his application, the Tenant is entitled to those remedies that he can prove on a balance of probabilities. He seeks general compensation of \$11,850.00 because he was forced to downgrade his accommodation, the move cost him time and expense, lost wages and disrupted his plans to travel. None of these particulars is pleaded in the application and the evidence led in support of them was vague and lacking in detail. Still, I accept that being unlawfully evicted is inconvenient, stressful and an affront to one's dignity which are compensable losses. Based on the evidence presented and my knowledge of similar cases decided by the Board, I assess an award of \$2,500.00 for general compensation to be fair and reasonable.
9. The Tenant incurred costs of \$48.00 for filing the application and is entitled to be reimbursed those costs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,548.00. This amount represents:
 - \$2,500.00 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 19, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 19, 2026, the Landlord will owe interest. This will be simple interest calculated from May 20, 2026 at 4.00% annually on the balance outstanding.

May 8, 2026
Date Issued

Nersi Makki
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.