



Order under Section 57 Residential Tenancies Act, 2006

Citation: Bell-Tate v Lee, 2026 ONLTB 34822

Date: 2026-05-06

File Number: LTB-T-085536-25

In the matter of: 434, 380 MACPHERSON AVE
TORONTO ON M4V3E3

Between: Marissa Bell-Tate Tenant

And

Lina Lee Landlord

Marissa Bell-Tate (the 'Tenant') applied for an order determining that Lina Lee (the 'Landlord') an agent of the Landlord gave a notice of termination in bad faith.

This application was heard by videoconference on April 23, 2026.

The Tenant, the Tenant's Legal representative, C. Masters, and the Landlord's property management company's legal representative, S. Fatima, attended the hearing.

As of 9:39AM, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB, and the Landlord did not join the proceedings for the remainder of the hearing block. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

Preliminary Issue: Is the Landlord's Agent a Party to the Application

1. In her original October 9, 2025 filing, the Tenant named Del Condo Rentals, a property management company, as a party to this application. At the April 24, 2026 hearing, Del Condo Rentals' legal representative and the Tenant's legal representative agreed that the property management company is not a proper party to the application, and they jointly asked that Del Condo Rentals be removed as a party, per the Tenant's March 24, 2026 request to amend the application.
2. The Landlord's Agent's legal representative and Tenant's legal representative agreed that Del Condo Rentals did not produce or give the Tenant a Form N12 notice of termination under subsection 48(1) of the *Residential Tenancies Act, 2006* (the 'Act'). At the hearing, I

noted that, unlike section 31 of the Act, section 57 of the Act does not permit the Board to order a remedy against an agent of the landlord.

3. In the circumstances, I granted the Tenant's March 24, 2026 request to amend the application and removed Del Condo Rentals as a party.

The Landlord Gave the Notice of Termination in Bad Faith.

4. The Tenant introduced uncontested evidence that the Landlord gave her a Form N12 notice of termination on or about November 19, 2024. The notice states that the Landlord requires the rental unit for her parent's residential use, pursuant to subsection 48(1)(c) of the Act.
5. The Tenant testified that she vacated the rental unit on January 28, 2025, three days before the January 31, 2025 date of termination set out in the Form N12. The Tenant confirmed that she believed the contents of the notice of termination and immediately began searching for new accommodation after receiving the notice.
6. The Tenant introduced reliable evidence to prove, on a balance of probabilities, that the Landlord advertised the rental unit for rent on June 20, 2025, less than one year after the Tenant vacated in accordance with the Form N12. The Tenant submitted a rental advertisement that states the rental unit was listed for rent, starting June 20, 2025 and for \$2,650.00 a month. The Tenant paid \$1,589.53 a month when she vacated the property in January 2025.
7. Based on the evidence, I find that the presumption of bad faith under subsection 57(5)(a) of the Act applies. The Landlord did not attend to introduce evidence to rebut the presumption, and I accordingly find the Landlord gave the Form N12 in bad faith.
8. The Tenant sought to introduce evidence of maintenance and repair issues at the rental unit. I declined to consider and hear evidence and submissions for matters that could have been the subject-matter of a separate application under subsection 29(1)1 of the Act; and not properly raised in this application under subsection 57(1) of the Act. Also, evidence of maintenance issues was not relevant to determine this application, based on my finding that the Landlord did not rebut the presumption of bad faith under subsection 57(5)(a) of the Act.

Remedies

9. Having proven that the Landlord gave the Form N12 in bad faith, the Tenant is entitled to remedies under subsection 57(3) of the Act.
10. The Tenant introduced evidence of her new tenancy agreement. The Tenant confirmed that she was required to pay \$1,600.00 a month at her new accommodation. The Tenant described her new accommodation as smaller than the rental unit and with fewer facilities and services. Whereas the Tenant's former residential complex had a full fitness centre, entertainment suite, rooftop patio with barbecue and a theater, the Tenant's new accommodation is in a row building above a commercial business and lacks facilities, both shared and in suite, such as laundry facilities and air conditioning.

11. Significantly, the Tenant described a loss of her sense of security and safety in her new accommodation. The Tenant testified that people have mistakenly tried to access the street-level door leading to her upstairs unit when trying to enter the commercial business on the lower floor. The Tenant spoke of the benefits of having an intercom-style security system and concierge at the rental unit, which gave the Tenant a sense of safety following a serious motor vehicle accident. The Tenant testified that, as of the hearing date, injuries sustained in the accident continue to cause pain and limit her mobility and stamina.
12. The Tenant testified that she incurred additional expenses at her new residence, which expenses she did not have to pay when living at the rental unit. The Tenant introduced evidence of internet charges and increased utilities charges the Tenant paid in the one-year period after she vacated the rental unit.
13. Based on the Tenant's evidence and submissions, I find it is appropriate to order the Landlord to pay the Tenant the increased rent the Tenant paid in the one-year period after vacating the rental unit, general compensation for expenses, compensation for moving expenses, an abatement of rent and general damages for non-pecuniary losses.

Rent Differential

14. The Tenant introduced evidence – including copies of tenancy agreements – that she paid an increase of \$10.47 a month in rent after vacating the rental unit. The Tenant is accordingly entitled to **\$125.64** under subsection 57(3)1 of the Act.

General Compensation

15. The Tenant also introduced evidence of an increase in utilities charges in July 2025 and August 2025, after moving to her new residence. The Tenant submitted invoices for electricity charges at the rental unit in July and August 2024 to support her claim. The Tenant attributed the increased charges in 2025 to her use of a portable air conditioning unit and fans at the new residence.
16. Based on the Tenant's evidence, I find the Tenant is entitled to **\$61.26** under subsection 57(3)1.1 of the Act for the increase in utilities charges the Tenant paid in July and August 2025 after vacating the rental unit.
17. The Tenant confirmed she will keep the portable air conditioning unit and fans she purchased to keep her new accommodation cool in the summer. In the circumstances, I find it is not appropriate to order the Landlord to compensate the Tenant for her cost to purchase these items, as doing so will result in unjust enrichment.
18. The Tenant's tenancy at the rental unit included internet services. The Tenant introduced evidence that she was required to pay \$0.00 to Bell for internet service. The Tenant also submitted evidence that, after transferring her account from the rental unit to her new residence, she was required to pay \$38.42 a month for internet service. Although the Tenant did not submit copies of each Bell invoice she testified that she was required to pay the fixed amount for a number after of months, after which period the amount rose.
19. Based on the Tenant's testimony and documentary evidence, I find the Tenant proved, on a balance of probabilities, that she paid \$38.42 for Bell internet service from February 2025

to November 2025, and \$45.20 in December 2025. The Landlord shall therefore be ordered to pay the Tenant **\$429.40** under subsection 57(3)1.1 of the Act for the increase in internet charges the Tenant paid in the one-year period after vacating the rental unit. I note the Tenant did not introduce evidence of transfer charges or of any per diem charges in January 2025.

20. The Tenant introduced evidence that she was entitled to use a well-equipped fitness facility at the residential complex. The Tenant testified that she used the facility as part of her physiotherapy program following the motor vehicle accident. The introduced evidence that it will cost \$34.95, plus HST, payable biweekly, to join a gym located near her current accommodation.
21. Although the Tenant conceded that she cannot afford to join the nearby gym, and has accordingly not actually incurred an expense related to the loss of the use of the fitness facility at the residential complex, paragraph 1.1 of subsection 57(3) of the Act contemplates that the Board may make an order under the paragraph “regardless of whether the former tenant has incurred any actual expenses”. Since the Landlord’s action directly led the Tenant to lose access to the fitness facility she previously enjoyed under the tenancy agreement, I find it is appropriate to order the Landlord to pay the cost of the gym membership for one year, or the 26 biweekly period after the Tenant vacated the rental unit. The Landlord shall accordingly pay the Tenant **\$1,026.83** as part of the order for general compensation under subsection 57(3)1.1 of the Act.
22. The Tenant requested an order requiring the Landlord to pay the Tenant’s cost to rent a storage unit. However, page 4 of the tenancy agreement for the Tenant’s former rental unit does not support her claim that the agreement includes the use of a storage unit. The Tenant also did not introduce reliable evidence of any increase in her cost to commute to work. Moreover, even if the Tenant did introduce such evidence, the Tenant’s decision to live farther from work – even if the decision was made under a sense of urgency – is too remote from the Landlord’s action to merit an order against the Landlord for general compensation. There shall accordingly be no order for these claims under subsection 57(3)1.1 of the Act.
23. The Tenant did not introduce at the hearing reliable evidence of the cost to compensate the Tenant for the loss of other facilities and services at the residential complex.

Out-of-Pocket Moving Expenses

24. The Tenant introduced evidence of her **\$1,014.63** out-of-pocket moving costs. The Landlord shall be ordered to pay this amount to the Tenant, pursuant to subsection 57(3)1.2 of the Act.

Abatement of Rent

25. The Tenant described stress and hardship from having to find and accept new accommodation that the Tenant considers inferior to the rental unit. The Tenant’s current accommodation is smaller, lacks facilities, imposes physical barriers to entry because of the Tenant’s injuries, and diminishes the Tenant’s sense of security and safety.

26. Other than the stress of searching for new accommodation, however, there was no evidence the Tenant was unable to use and enjoy the rental unit for all usual purposes after receiving the Form N12 notice of termination and before vacating the property.
27. The Act is remedial legislation, and the Tenant conceded she did not advise the Landlord of the motor vehicle accident or of her injuries, limitations and restrictions during the tenancy. The Tenant's health status is therefore not an aggravating factor when considering an appropriate abatement of rent under subsection 57(3)2 of the Act.
28. In the circumstances, I find it is appropriate to order the Landlord to pay the Tenant a 10 percent abatement of rent for the approximately two-month notice period the Tenant had after receiving the Form N12, or **\$317.91**, pursuant to subsection 57(3)2 of the Act. This amount reflects the stress the Tenant experienced in the last months of her tenancy because of the Landlord's bad faith Form N12, while recognizing that the notice of termination did not seriously affect the Tenant's ability to use the rental unit for all usual purposes.

General Damages

29. The Tenant's description of her loss of relative enjoyment and diminished sense of security and safety is relevant for the purpose of exercising my discretion to award general damages pursuant to subsection 57(3)4 of the Act.
30. I find the remedies ordered under paragraphs 1, 1.1, 1.2 and 2 of subsection 57(3) of the Act, above, do not adequately remediate the non-pecuniary losses and injuries the Tenant described arising from the Landlord's bad faith notice of termination. It is therefore appropriate to order general damages, as the Divisional Court did in *Mejia v. Cargini*, 2007 CanLII 2801 (Div. Ct.). In that decision, the Court found that the Board's award of a \$900.00 abatement of rent was inadequate. The Court ruled the Board may order general damages, and the Court ordered the Landlord to pay the tenant \$4,000.00 – or approximately \$6,000.00 today according to the Bank of Canada's inflation calculator¹ – because the landlord's associates assaulted the tenant.
31. Although the Landlord in this case did not commit a criminal act, I am satisfied the Tenant's testimony describes a non-pecuniary loss that is compensable under subsection 57(3)4 of the Act. Giving the Tenant a notice of termination in bad faith was a wilful breach of the Act. However, I find the Tenant's evidence of her diminished sense of security and general loss of enjoyment less impactful than the assault that took place in *Mejia*. In the circumstances, I find it is appropriate to order the Landlord to pay the Tenant **\$3,000.00** in general damages under subsection 57(3)4 of the Act.
32. The Tenant's request in paragraph 41 of the amended application, for over \$19,000.00 for general damages, is therefore not reasonable. I observe that, when requesting this amount, it appears the Tenant conflated remedies under paragraph 1.1 for general compensation and 4 paragraph for any other order, including general damages, under subsection 57(3) of the Act. The provision in paragraph 1.1 that allows a tenant to claim general compensation in an amount equal to 12 months' rent does not also refer to a claim

¹ <https://www.bankofcanada.ca/rates/related/inflation-calculator/>

for general damages under paragraph 4 of the subsection. The Tenant's claim for the amount is therefore largely arbitrary.

No Order for an Administrative Fine

33. The Tenant did not apply for an order requiring the Landlord to pay an administrative fine, and the Tenant did not ask to amend the application to include such an order or introduce submissions on the matter. Despite my finding of bad faith, in the circumstances it is not appropriate to order an administrative fine against the Landlord.

34. All the reasons for this order are contained herein, and no further reasons will be given.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is **\$6,023.67**. This amount represents:
 - **\$125.64** for increased rent the Tenant paid for the one-year period from January 2025 to December 2025;
 - **\$1,517.49** for general compensation;
 - **\$1,014.63** for the reasonable moving, storage and other like expenses;
 - **\$317.91** for a rent abatement;
 - **\$3,000.00** for general damages; and
 - **\$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.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 6, 2026
Date Issued

Harry Cho
Vice Chair, 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.