



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

File Number: LTB-T-002717-24

In the matter of: 8 DENLAW RD
LONDON ON N6G3L4

Between: Samantha Fawcett Tenant
Lloyd Fawcett

And

2208650 Ontario Inc Landlord

Samantha Fawcett and Lloyd Fawcett (the 'Tenant') applied for an order determining that 2208650 Ontario Inc (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on February 17, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

1. 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 \$18,267.61 which represents a rent differential, moving and storage expenses, general compensation and the cost of filing this application.
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. The parties agreed to the following facts:
 - The Landlord served an N12 notice of termination under section 49 of the Act dated August 31, 2023, with a termination date of October 31, 2023, as the Landlord

signed an Agreement of Purchase and Sale of the rental unit and the Purchaser required the rental unit for their residential occupation.

- The Tenant vacated the rental unit on October 31, 2023 as a result of the N12 notice of termination.
4. Based on the uncontested evidence before me, I am satisfied that the Tenant has proven the first and second element of the test under subsection 57(1)(b) of the Act.
 5. The Tenants assert that the property was never sold by the Landlord and as a result, no purchaser ever moved into the rental unit. The Tenant testified that the Landlord's N12 notice was served in bad faith and the Landlord never intended to sell the property as he alleges.
 6. The Tenants entered into evidence a property title search which shows that the title of the property was never changed from 2208650 Ontario Inc. The Tenant also entered into evidence a copy of the certificate of pending litigation brought by London Health Sciences Centre indicating that a claim has been brought against the corporate Landlord and its agent, Paresh Soni ('PS') as they have an interest in the property. However, as of the date of the hearing, there was no transfer of the title of the property.
 7. PS entered into evidence a document he asserts is a Trust Agreement between the Landlord and the alleged Purchaser which he alleges acknowledges EE as a beneficial owner of the rental unit. PS also entered into evidence a document he alleges is a vendor-take-back loan payment register. The Landlord testified that he entered into an Agreement of Purchase and Sale with the Purchaser, Evelyn Gorre Escudro ('EE') dated August 1, 2023 with a closing date of November 1, 2023 and a copy of the Agreement of Purchase and Sale was entered as evidence. The Landlord testified that EE fell into financial hardship and as a result the agreement of purchase and sale fell through and the Landlord entered into a financing agreement with EE, who now resides in the rental unit. However, the Landlord did not lead any evidence that he informed the Tenants that the agreement of purchase and sale fell through.
 8. In *Elkins v. Van Wissen*, 2023 ONCA 789, the Court of Appeal for Ontario held that when deciding a T5 application relating to an N12 served for purchaser's own use under section 49 of the Act, the LTB must consider both the landlord's and the purchaser's good faith. After making both those determinations, the LTB must then consider what orders to make in respect of the landlord and the purchaser.
 9. I prefer the Tenants' evidence that the property was never sold. As a result, I am satisfied that no purchaser ever moved into the rental unit. Even if I accept that EE were a purchaser of the unit, while the Landlord asserts that he has agreed to sell the unit to EE and that EE currently resides in the rental unit, EE was not present to testify about whether she has moved into the rental unit and I was not satisfied that the Landlord's hearsay evidence demonstrates that EE ever moved into the rental unit. Based on the evidence of the Tenant I find that no person listed in the N12 ever moved into the rental unit as the Landlord alleges. I did not find PS's testimony to be credible that he ever entered into an Agreement of Purchase and Sale and as a result, I further find that the Tenants have proven that the Landlord gave the notice of termination in bad faith.

10. The Tenant proved all of the requirements in subsection 57(1)(b) of the Act.

Remedies

Rent Differential

11. The Tenants entered a new tenancy effective October 31, 2023 at a rent of \$2,600.00 per month, which was a \$1,175.00 per month increase from the rent of \$1,425.00 that the Tenants had been paying for the rental unit in this application.
12. The Tenants are now paying \$1,175.00 more per month than they were for the rental unit. The Tenant, Lloyd Fawcett ('LF') testified that the rental unit is a two-storey, semi-detached duplex containing 3 bedrooms and two bathrooms. LF testified that the Tenants' new rental unit is a bungalow unit of comparable size to the rental unit. The Tenant testified that while he now has a garage included in his rental unit which he did not have previously, he has also lost a storey on his home and a bathroom as a result of the move. I was satisfied that while the rental units were not identical, the rental units were sufficiently comparable. Having considered the comparison of the units and the amount claimed, I find the rent differential is reasonable and an order will issue requiring the Landlord to pay \$14,100.00 for rent differential for a period of one year.

Moving and Storage Expenses

13. The Tenants entered into evidence an invoice from their movers, AMJ in the amount of \$2,836.30, receipts from City Storage in the amount of \$146.34, and their receipts for the moving materials including boxes, packing tape used for their move in the amount of \$136.97. I was satisfied based on the evidence before me that the Tenant incurred moving costs of \$3,119.61 as a result of the bad faith eviction.
14. Therefore, I find that the Landlord must pay the Tenant \$3,119.61 for the reasonable out-of-pocket moving, storage and other like expenses that the Tenants have incurred or will incur as a result of having to move out of the rental unit.

General Compensation

15. The Tenants are seeking general compensation in the amount of \$17,100.00 for pain and suffering as a result of the bad faith eviction.
16. The Tenant, Samantha Fawcett ('SF') testified that at the time they were required to move as a result of the Landlord's bad faith eviction, their dog passed away and the Tenants were unable to grieve their loss which caused emotional suffering and pain. SF also testified that they experienced stress finding an alternative rental unit.
17. I am satisfied that the Tenants suffered some stress and anxiety as a result of the move, but I find the amount they claim to be excessive. For these reasons, pursuant to section 57(3)1.1 of the Act, I find it reasonable and appropriate to grant the Tenants \$1,000.00 in general compensation for the stress and anxiety of moving.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$18,267.61. This amount represents:
 - \$14,100.00 for increased rent the Tenant have incurred for the one-year period from October 31, 2023 to October 30, 2024.
 - \$3,119.61 for the reasonable moving, storage and other like expenses that the Tenant have as a result of having to move out of the rental unit.
 - \$1,000.00 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 25, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 25, 2026, the Landlord will owe interest. This will be simple interest calculated from May 26, 2026 at 4.00% annually on the balance outstanding.

May 14, 2026
Date Issued

Christopher Lin
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.