



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

**Citation:** Soochit v Dolamore, 2026 ONLTB 38035

**Date:** 2026-05-12

**File Number:** LTB-T-089843-25

**In the matter of:** 205, 84 ASPEN SPRINGS DR  
BOWMANVILLE ON L1C0V3

**Between:** Karen Soochit Tenant

**And**

Hannah Dolamore Landlord

Karen Soochit (the 'Tenant') applied for an order determining that Hannah Dolamore (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 22, 2026.

Only the Tenant attended the hearing.

As of 9:17 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 pay to the Tenant \$5,500.00 for moving and storage fees, a rent differential, one month's compensation, and general compensation.
2. The residential unit is a condo. The Tenant vacated the condo on November 1, 2024 after residing there for 3 years.
3. This application alleges that the Landlord served the N12 notice of termination in bad faith.

#### Tenant's Evidence, Karen Soochit (KS)

4. KS testified that she received a text message from the Landlord on September 1, 2024 advising her that she had to move out of the rental unit by November 1, 2024. She provided me with the text message that stated "Due to circumstances beyond our control

we are going to have to move back into the condo. I am so sorry. My realtors have offered to find a place in the area that is similar to mine if you need help finding a place. Again I am so sorry, it upsets us that we have to do this and give you the two months' notice for November 1<sup>st</sup>."

5. KS also stated that the Landlord told her that she would be required to sign documents with the Landlord and that the Landlord's realtor would assist her with finding new accommodations. The Tenant stated that she did not receive any paperwork from the Landlord and that she did not hear from any realtor about assistance with finding another place.
6. KS stated that she met with the Landlord on November 1, 2024 so that the Landlord could inspect the unit for damage and she could return her keys. The Tenant stated that the Landlord was very rude and intimidating to her and she requested a friend join the meeting with her. KS stated that the rental unit was in excellent condition, she returned the keys at that time and vacated the unit on that day.
7. KS was able to find another condo in the same building and she noted that the Landlord appeared to be staying temporarily in the rental unit for a couple of weeks and then she noted that the unit was empty again. As she lived in the same condo building, she did walk by her previous unit several times over the next months and it appeared to be vacant.
8. The Tenant stated that the rental condo was put up for sale on September 9, 2025 which was 10 months after she vacated the unit. She provided a real estate listing showing the date that the condo was put up for sale and the date that the condo sold. She stated that she was very frustrated that the Landlord forced her to leave her home and the Landlord did not move into the condo. The Tenant now has to pay increased rent in her new condo.
9. The Tenant is seeking a rent differential of \$1,200.00 due to the monthly increase of rent of \$100.00. KS stated that she paid \$1,800.00 per month in the rental unit and now pays \$1,900.00 per month and provided a copy of her recent Notice of Rent Increase as proof.
10. The Tenant is seeking the one month's compensation, \$1,800.00 that should have been provided by the Landlord after giving the Tenant this type of notice. She is also seeking \$500.00 in moving expenses and \$2,000.00 in compensation due to the Landlord's bad faith.

### Analysis

11. 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.

12. There is no question that the first, second and third of these criteria have been met as the Landlord served an N12 notice on the Tenant, the Tenant vacated the rental unit as a result of the N12 notice of termination and no person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated. I must determine whether or not the Landlord gave the N12 notice of termination in bad faith.
13. For the first test of “bad faith” under subsection 57(5) of the Act it is presumed, unless the contrary is proven on a balance of probabilities, that the Landlord gave a “bad faith” notice, if at any time during the period from the date of the notice to one year after the Tenant vacated the unit, that the Landlord:
  1. advertises the rental unit for rent;
  2. enters into a tenancy agreement in respect of the rental unit with someone other than the former tenant;
  3. advertises the rental unit, or the building that contains the rental unit, for sale;
  4. demolishes the rental unit or the building containing the rental unit; or
  5. takes any step to convert the rental unit, or the building containing the rental unit, to use for a purpose other than residential premises.
14. The Tenant’s uncontested evidence and corroborating real estate listing confirms that the Landlord advertised the rental building for sale on September 9, 2025, 10 months after the Tenant vacated. The condo sold on October 15, 2025. The Tenant’s evidence also confirms that the Landlord did not move into the rental unit as per the Landlord’s message.
15. Based on the above, I am satisfied that the Landlord gave this notice to the Tenant in bad faith.
16. Having made this finding, I find that the Tenant is successful with her T5 application.

#### Remedies

17. The Tenant requested moving and storage costs in the amount of \$500.00. Although the Tenant failed to provide receipts or invoices for these expenses, I am satisfied that the amount sought is reasonable and award same.
18. The Tenant requested one month’s compensation which is required under section 48 of the Act when a Landlord serves this type of notice. As such, I award \$1,800.00 for this head of damage.
19. The Tenant requested a rent differential of \$1,200.00 based on the monthly increase of \$100.00 at her new residence. I award \$1,200.00 for the rent differential.
20. The Tenant requested compensation of \$2,000.00 which is a very reasonable request. Having considered the circumstances in this case, I find it appropriate to order the Landlord to pay \$2,000.00 to the Tenant in general compensation for the emotional

distress, the serious disruption and the inconvenience caused by the Landlord serving this notice in bad faith.

**It is ordered that:**

1. The total amount the Landlord shall pay the Tenant is \$5,500.00. This amount represents:
  - \$500.00 for moving expenses;
  - \$1,200.00 for the rent differential;
  - \$1,800.00 for the one month's compensation required under section 48 of the Act; and
  - \$2,000.00 for general compensation.
2. The Landlord shall pay the Tenant the full amount owing by May 23, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 23, 2026, the Landlord will owe interest. This will be simple interest calculated from May 24, 2026 at 4.00% annually on the balance outstanding.

**May 12, 2026**  
**Date Issued**

\_\_\_\_\_  
Carrie Bertrand  
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.