



Order under Section 57 Residential Tenancies Act, 2006

Citation: Monyard v Waraich, 2026 ONLTB 38091

Date: 2026-05-14

File Number: LTB-T-090557-25

In the matter of: 1171 Elson Rd
London ON N6G0G9

Between: Jack Monyard
Benjamin McCart
Ethan Habicht
Tenants

And

Navdeep Waraich
Landlord

Jack Monyard, Benjamin McCart and Ethan Habicht (the 'Tenants') applied for an order determining that Navdeep Waraich (the 'Landlord') gave a notice of termination in bad faith.

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

The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants \$6,048.00 for general compensation and the application fee.
2. The residential unit is a 3-bedroom, 3-bath house. The Tenants vacated the house on May 31, 2025.
3. This application alleges that the Landlord served the N12 notice of termination in bad faith.

Tenant's Evidence, Jack Monyard (JM)

4. JM spoke on behalf of all of the Tenants. JM stated that the Landlord advised the Tenants at a meeting on February 20, 2025 that he would be needing the rental house for his spouse's parents. The Landlord provided them with an N9 form for each of them to sign but the Tenants advised the Landlord that he needed to provide an N12 notice.

5. JM stated that they received the N12 notice on March 4, 2025 which stated that the Landlord's spouse's parents would be moving into the rental unit. The termination date was May 31, 2025 and the Tenants vacated the unit at that time.
6. JM stated that within a few weeks, the Tenants noticed that the Landlord had put the rental house up for sale. They provided me with a real estate listing that showed that the house was put up for sale on June 23, 2025 and continued to be up for sale with a price change on August 21, 2025.
7. JM stated that in September of 2025, the house was no longer on the market and they assumed that the house sold.
8. JM stated that he and the other Tenants were very frustrated with the fact that they were kicked out of their home only so that the Landlord could sell the house. They felt that the Landlord purposely gave them the incorrect forms, N9, to try to prevent them from accessing their rights under the *Residential Tenancies Act*, 2006 (the "Act"). The Tenant stated that the Landlord's parents did not reside in the house and the Landlord simply lied to them.
9. The Tenant said that two of the Tenants had to move back into their parents' home which was embarrassing, and the other Tenant had to find something else temporary. JM stated that it took them 4 months to find a new rental unit where they could all live together. He said that all of the Tenants feel that the Landlord disregarded their rights as Tenants and this whole situation was very expensive and drastically interrupted their lives.
10. The Tenants are seeking compensation of \$12,092.00 which stems from 4 months' rent which they feel is appropriate in the circumstances. Their previous rent was \$3,023.00 per month in the rental house.
11. The Tenants are also seeking that the Landlord be ordered to pay an administrative fine.

Landlord's Evidence, Navdeep Waraich (NW)

12. NW stated that his intention was for his spouse's parents to move into the rental house but he was faced with an unfortunate situation which made the plan impossible. He stated that his wife's parents were advised that their parents, who live in India, were very ill and the parents had to travel to India in August of 2025 to care for their own parents.
13. The Landlord confirmed that his spouse's parents did not reside in the rental house and for that reason, he decided to sell the house as he said that he was having financial difficulties. He stated that he sold the rental house in October of 2025 and that he suffered a loss on the house of \$150,000.00. He stated that he purchased this property as an investment and losing this large amount of money made his financial situation even worse.

Analysis

14. 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.

15. 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 Tenants, the Tenants 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 Tenants vacated. I must determine whether or not the Landlord gave the N12 notice of termination in bad faith.

16. 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 Tenants 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.

17. It is uncontested that the Landlord’s spouse’s parents did not move into the rental unit, the house was put for sale on June 23, 2025 and the house sold in October of 2025.

18. The Landlord’s statement that his spouse’s parents went to India in August of 2025 does not explain why the Landlord listed the house for sale on June 23, 2025. He gave no information to corroborate a date when the spouse’s parents became aware of their family’s illness. The only other information provided by the Landlord included that he lost \$150,000.00 on the sale of his investment property. The Landlord’s evidence did nothing to shift the presumption of bad faith and as such, I am satisfied that the Landlord served the N12 notice in bad faith.

19. Having made this finding, I find that the Tenants are successful with their T5 application.

Remedies

20. The Tenants requested compensation of \$12,092.00 for the emotional distress, the serious disruption to their lives and the inconvenience caused by the Landlord serving this notice in bad faith.

21. The Tenant spoke about the embarrassment of having to move back into their parents' place, he spoke about how the Tenants had to find another comparable place that would house all three Tenants, he spoke about the moving costs that he and the other Tenants incurred and he spoke about the stress of the whole ordeal.
22. Although I was not satisfied that the Tenant's claims for \$12,092.00 were borne out of the evidence, I am satisfied based on the credible testimony of the Tenant that the termination notice caused them emotional distress, serious disruption and a great inconvenience by the Landlord's bad faith notice. As such, I assess this claim at \$6,000.00 and shall order same.
23. I decline to award an administrative fine based on the circumstances of this case. An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act* (the "Act") and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance.
24. I believe that the compensation award of \$6,000.00 should deter the Landlord from participating in similar activity in the future.
25. The Tenants were successful with their application and are entitled to the application fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$6,048.00. This amount represents:
 - \$6,000.00 for general compensation; and
 - \$48.00 for the application fee.
2. The Landlord shall pay the Tenants the full amount owing by May 23, 2026.
3. If the Landlord does not pay the Tenants 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 14, 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.