



Order under Section 57 Residential Tenancies Act, 2006

Citation: Cummings v Turner, 2026 ONLTB 37241

Date: 2026-05-14

File Number: LTB-T-082338-25

In the matter of: 312 PRINCE ARTHUR ST
CORNWALL ON K6H4N9

Between: Tricia Cummings Tenants
Jake Rodgers

And

Mathew Turner Seller Landlord

And

Baldeep Singh Purchaser Landlord

Tricia Cummings and Jake Rodgers (the 'Tenants') applied for an order determining that Mathew Turner (the "Seller Landlord") and/or Baldeep Singh (the 'Purchaser Landlord') gave a notice of termination in bad faith.

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

Only the Tenants attended the hearing.

As of 9:23 a.m., the Seller 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.

Although the Purchaser Landlord's Notice of Hearing was returned undeliverable, the Tenant provided me with an email that she received from the Purchaser Landlord on January 29, 2026. Mr. Singh stated "I have no involvement whatsoever with the property referenced in this matter. I am not a landlord, tenant, occupant or party to this proceeding in any capacity." He requested that his contact information be removed from the file and that he wanted no further correspondence. I am satisfied that the Purchaser Landlord was served and failed to appear.

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 Seller Landlord must pay \$7,000.00 to the Tenant by May 25, 2026.
2. The residential unit is a single family dwelling located at 312 Prince Arthur Street, Cornwall, Ontario.
3. This application alleges that the Landlord served the N12 notice of termination in bad faith.
4. I have carefully reviewed the documentary evidence before me, the testimony of the party and I have considered the party's submissions. I refer to the material facts and relevant evidence below.

Evidence of Tenant, Tricia Cummings (TC)

5. TC provided me with a copy of the transfer of the property which closed on January 1, 2025 and the Purchaser Landlord is confirmed as Baldeep Singh. The Tenant provided an evidence package, DOC-7775410 that included several documents including this one.
6. TC testified that she received an N12 notice of termination from the Landlord on July 3, 2024 with a termination date of September 3, 2024. The notice stated that the purchaser of the property required the rental unit for their residential occupation.
7. TC stated that she received a text message from the Seller Landlord on July 4, 2024 where he said, "Either way place gets sold. I know it's not ideal. But it's a business and I don't have a choice. The smoother transition is beneficial for everyone."
8. The Tenant stated that she received a message from the Seller Landlord a few days later stating that the deal had fallen through but was advised again on September 16, 2024 that the property had sold. The Seller Landlord told the Tenant that the closing date was December 1, 2024.
9. The Tenant attempted to find alternate accommodations for herself, her husband and their 5 children but she was unable to find another place to live. Due to these circumstances, the Tenant agreed to rent a different property owned by the Seller Landlord that was much smaller and had significant repairs to be completed prior to moving in. She said that the Landlord promised her that the work would be done in enough time for the family to move in.
10. TC stated that she was contacted by the Seller Landlord again in late September of 2024 and he requested that she move out by November 1, 2024, a month earlier, which would help his financial situation by closing the transaction earlier. The Tenant and her family moved into the Landlord's 2-bedroom house on November 1, 2024 and she stated that the house was in terrible shape. She stated that due to the size and the condition of the house, one of her daughters had to move in with her child's father and the family was very distressed about this.

11. TC stated that she discovered that the rental house was put up for sale on July 6, 2025, 8 months after she and her family vacated the house. This listing showed that the house was put up for sale in April of 2024 when the Seller Landlord owned the property and was again put up for sale on July 6, 2025. Based on my review of the land transfer documents and the real estate listing history, I am satisfied that the Purchaser Landlord put the house up for sale on July 6, 2025 and it continued to be up for sale at a lower price in September of 2025.
12. TC stated that she was furious that the rental unit was put up for sale after she and her family had endured so much hardship and emotional distress and incurred moving expenses. She described how this situation was completely unfair to her family and herself especially with one of her daughters having to move out of the house. She stated that breaking up the family due to the lack of space was heartbreaking and the whole family was affected by the Landlord's actions.
13. TC is seeking a rent abatement of 30% of her monthly rent for 12 months calculated at \$4,860.00. She is seeking compensation of \$16,200.00 which is calculated by multiplying her monthly rent of \$1,350.00 by 12 months. She is also seeking that an administrative fine be ordered against the Seller Landlord and/or the Purchaser Landlord.

Analysis

Purchaser Landlord-Bad Faith

14. Based on the land transfer documents provided, I am satisfied that the person identified in the N12 as the person intending to move into the rental unit failed to do so within a reasonable period of time.
15. The primary issue on this application is with respect to the question of whether either or both of the two Landlords acted in bad faith in giving the Tenants the N12.
16. Because the Purchaser Landlord failed to participate in the hearing, the question of whether they acted in bad faith must be answered solely on their behaviour. For the reasons that follow, I am not satisfied that the Purchaser Landlord acted in bad faith. There is no evidence before me to support that Mr. Singh planned to move into the house for his own residential use. No declaration was provided setting out this information and I was not provided with a copy of the Agreement of Purchase and Sale. The only document that was provided (which was issued by the Seller Landlord) included the N12 notice of termination setting out that the Purchaser Landlord would be moving into the rental house. I have no evidence to corroborate that the Purchaser had any intention to reside in the rental unit.
17. Based on my review of the land transfer documents and the real estate listing history, I am satisfied that the Purchaser Landlord put the house up for sale on July 6, 2025 and it continued to be up for sale at a lower price in September of 2025.

Seller Landlord-Bad Faith

18. Because the Seller Landlord failed to participate in the hearing, the question of whether they acted in bad faith must be answered solely on their behaviour. For the reasons that follow, I am satisfied that the Seller Landlord acted in bad faith.
19. The Tenant provided her uncontested evidence in a straight-forward manner and she provided me with specific dates and details. She provided documentation including a copy of the N12 notice of termination received from the Seller Landlord, copies of her text messages with that Landlord, the real estate listing for the house and the land transfer documents.
20. 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 clause 49 (1) or (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.
21. The first, second and third 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 the Purchaser Landlord did not move into the rental unit.
22. 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.
23. As I have determined that the Purchaser Landlord (who sold the house did not act in bad faith, section 57(5) does not apply to this case.
24. The Seller Landlord had an obligation to the Tenants to exercise his due diligence in ensuring that the Purchaser Landlord had a good faith intention to reside in the rental house.

25. The Landlord's text message on July 4, 2024 (stating that selling the house is a business and he does not have a choice) clearly sets out that he is treating the N12 notice as a business transaction and that there is no intention of a purchaser moving into the unit in good faith. The Landlord's text message on November 1, 2024, requesting that the Tenants vacate one month earlier confirms again that the Seller Landlord was contravening section 49 of the Act and he was looking out for his own business interests. The Landlord was apparently struggling financially and an earlier closing date would help his cash flow problems.
26. As mentioned earlier, no evidence was provided to confirm that the Seller Landlord sold the rental unit to a purchaser who planned to reside in the rental unit. Based on the information and text messages provided by the Tenant, I am satisfied that the Seller Landlord sold the house to a realtor, Baldeep Singh in an effort to alleviate his financial constraints. I believe that the purchaser simply attained the property as a business transaction and this was confirmed when he listed the property for sale in July of 2025.
27. I am satisfied that the Seller Landlord knowingly served the N12 notice of termination setting out that a purchaser would be moving into the rental unit when he knew that no one would be moving into the rental unit. After the Tenants were advised that someone would be moving into the rental unit, they moved out in good faith accepting the Landlord's words at face value.
28. In Elkins v. Van Wissen, 2023 ONCA 789, the Court of Appeal found that in light of the tenant protection focus of the Act, the LTB must consider all the evidence before it that is relevant to the landlord's bad faith. It found that a decision maker must consider the party's conduct prior to, at the time of, and subsequent to the giving of the N12.
29. The Seller Landlord admitted to the Tenants that he was struggling financially and provided a false notice of termination to the Tenants suspecting that they would cooperate with his plan and vacate the unit. The request for the Tenants to leave a month earlier confirmed that the Landlord's actions directly contradicted the reasoning for the N12.
30. As such, I find that the Seller Landlord served the N12 notice of termination in bad faith. A landlord's good faith is required along the whole continuum of the process and as mentioned earlier, I believe his actions were self-serving and contrary to the Act.
31. Having made this finding, I find that the Tenant is successful with their T5 application.

Remedies

32. The Tenant is seeking a rent abatement of 30% of her monthly rent for 12 months calculated at \$4,860.00. Abatement recognizes the idea that a tenant is paying rent for a bundle of goods and services and if the tenant is not receiving everything being paid for them, he or she is entitled to abatement proportional to the difference between what is being paid for and what is being received.

33. I heard no evidence from the Tenant regarding any issues with the “bundle of goods and services” at 312 Prince Arthur Street, Cornwall and as such, I am not granting any abatement.
34. The Tenant is seeking substantial compensation of \$16,200.00 (\$1,350.00 x 12 months). The Tenant and her family were forced to move out of their home where they resided with their 5 children. The Tenant explained that she was unable to afford another unit that was of a sufficient size to house her family of 7 and that her family had to be separated due to the smaller size of the new rental unit. The Tenant provided details of how this affected all of her children. I am satisfied that this result would have been emotionally traumatic and painful for the entire family.
35. Although I was not satisfied that the Tenant’s claim for that amount was borne out of the evidence, I am satisfied based on the credible testimony of the Tenant that some amount of compensation should be awarded. The termination notice caused the Tenant and her family considerable emotional stress, serious disruption and great inconvenience due to the Seller Landlord serving the N12 in bad faith.
36. The blatant actions of the Seller Landlord caused a significant upheaval in the Tenant’s life and the amount of compensation should correlate with the Landlord’s breaches of the Act. As such, I assess the claim at \$7,000.00 and shall order same.
37. The Tenant is requesting that I order that the Landlord pay a fine in this case due to the Landlord’s contraventions of the Act.
38. Given the total amount of the abatement is \$7,000.00 I do not believe that a further administrative fine is required, as I believe the abatement itself serves as an adequate general and specific deterrent against the impugned conduct. No administrative fine is ordered.

It is ordered that:

1. The total amount the Seller Landlord shall pay the Tenant is \$7,000.00. This amount represents the award for general compensation.
2. The Seller Landlord shall pay the Tenant the full amount owing by May 25, 2026.
3. If the Seller 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

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.