



Order under Section 57 Residential Tenancies Act, 2006

Citation: SZANTO v Pararajasingam, 2026 ONLTB 36099

Date: 2026-05-13

File Number: LTB-T-065135-25

In the matter of: MAIN, 8604 REGIONAL ROAD 25
MILTON ON L9T9C1

Between: TAMMY SZANTO Tenants
GEOFF SZANTO

And

Thirukumar Pararajasingam Landlord

And

RANJIT SINGH NIZZER Purchaser

TAMMY SZANTO and GEOFF SZANTO (the 'Tenants') applied for an order determining that Thirukumar Pararajasingam (the 'Landlord') and/or RANJIT SINGH NIZZER (the 'Purchaser') gave a notice of termination in bad faith.

This application was heard by videoconference on March 31, 2026.

Only the Tenants, the Tenants legal representative Andrew McMaster, the Landlord and the Landlord's legal representative Muhammad Khan attended the hearing.

As of 10:06 a.m., the Purchaser 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.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord and the Purchaser will be ordered to pay the remedies as outlined in this Order.

2. The Tenants' application was filed August 15, 2025. An amended application was filed with the Board on March 20, 2026. A certificate of service was completed and filed by The Tenants legal representative outlining that on March 19, 2026, he served both the Landlord and the Purchaser with a copy of the amended application by mail at their last known address. The Landlord's legal representative did not object to the Tenants proceeding with their amended application. Accordingly, I was satisfied that the Tenants complied with Rule 15.1 of the Board's *Rules of Procedure* and granted the request for the amendment. The Board proceeded with hearing the amended application.
3. Subsection 57(1)(b) of the *Residential Tenancies Act, 2006* (the "Act") requires the Tenants to prove each of the following on a balance of probabilities:
 - The Landlord gave the Tenants an N12 notice of termination ("N12 Notice") under section 49 of the Act;
 - The Tenant vacated the rental unit as a result of the N12 notice of termination, or as a result of an application to, or order made by the Board based on the notice;
 - No person referred to in subsection 49(1) or 49(2) of the Act occupied the rental unit within a reasonable time after the Tenants vacated; and
 - The Landlord served the N12 notice of termination in bad faith.
4. There is no dispute between the parties that on or around September 2023 the Landlord served the Tenants a N12 Notice of termination pursuant to subsection 49 of the Act with a termination date of November 30, 2023; the Tenants vacated the rental unit on August 21, 2024, as a result of an Order issued by the Board (LTB-L-079494-23); and that no person referred to in subsection 49(1) or 49(2) of the Act occupied the rental unit within a reasonable time after the Tenants vacated the rental unit as on or around November 2024, the rental unit had been demolished.
5. The central dispute between the parties is whether the N12 Notice was served in "bad faith". In *Elkins v. Van Wissen*, 2023 ONCA 789 ("*Elkins*"), 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. In the decision of *Elkins* at para 45., the Court made it clear that under s. 202(1) of the Act, the Board is required, when making findings on an application, to ascertain the real substance of all transactions and activities relating to a rental unit and the good faith of the participants, and in para 43., made it clear that it is an error of law for the Board to restrict their analysis of the evidence at the point in time when the landlord serves a tenant a s.49 notices of termination. The Court in *Elkins* stated in para 47, that a broad approach to an inquiry of bad faith is required:

... a broader approach to the bad faith inquiry under s. 57(1)(b), one that considers the parties' conduct **prior to, at the time of, and subsequent to the giving of the s. 49 termination notice.** As I have explained, **this broader approach results in a fairer, more meaningful assessment of bad faith in s. 57(1)(b)** and accords with the purpose of the *RTA* to prevent unlawful evictions.

[Emphasis Added]

6. The Tenant, Geoff Szanto (G.S) testified that on May 23, 2024 (which is prior to the Tenants vacating the rental unit) he observed that there was a public notice sign located at the residential complex that a development change for the site (where the rental unit property is located) had been proposed to the City of Milton to rezone the site from residential to commercial. A photograph of the public notice sign was filed as evidence with the Board, and it reads:

“Development applications have been submitted to amend the Town’s Official Plan and Zoning By-Law to allow a two-storey commercial truck dealership on these lands”.

7. G.S further testified that on November 7, 2024, he observed that the rental unit had been demolished. He claimed that he was able to observe that the rental had been demolished because he works across the street from where the rental unit was located, at Gordon Food Service. Pictures of the residential complex taken by G.S on November 22, 2024, where the rental unit was once located were filed as evidence with the Board. The pictures corroborate his testimony and confirm that the rental unit no longer exists on the parcel of land.
8. G.S claimed that he conducted research and found that that there had been a public hearing with respect to the proposed zoning of the site and learned that the zoning had been approved by the municipality of Milton. G.S also claimed that Landlord had attended this public hearing. A copy of the public hearing report dated December 9, 2024, was filed as evidence with the Board and corroborates his testimony. The report outlines that the Landlord, and a number corporation (1000317928 Ontario Inc) had applied to permit the development of a commercial truck dealership on the lands where the rental unit was located, and that the application had been approved. G.S testified that he believes this numbered corporation on this report was the Purchaser.
9. G.S also claimed that on May 23, 2025, he observed that there was a for sale sign at the site where the rental unit was located. A picture of the for-sale sign was filed as evidence with the Board, and the sign reads “landlord approved for commercial dealership.”
10. The Tenants position is that the after the Tenants vacated the rental unit on August 21, 2024, a few months after in the period of November 2024, the rental unit was demolished. The Tenants argue that the N12 notice of termination was served in bad faith because the Purchaser never intended to move into the rental unit and that the Landlord was aware of the Purchaser’s intention since both the Purchaser and the Landlord had attended the hearing for rezoning the site (where the rental unit was located) from residential to commercial.
11. The Landlord claimed that he bought the rental unit in 2008, and in 2009 he later bought the gas station beside the rental unit in 2009. He testified that these two separate parcels of land had merged - which I understand to mean that due to the same ownership of the

two parcels of land which adjoined each other, these parcels were now considered a single parcel of land pursuant section 50 to the *Planning Act*, 1990 ("*Planning Act*").

12. At some point during the tenancy, the Landlord signed an agreement of purchase and sale with the Purchaser for the sale of the rental unit. He claimed that after the agreement was signed, the issue of severance had arisen. The Landlord testified that in order to sell the rental unit he had to apply for a severance – which I understand to mean that he had to apply for consent from the City of Milton either under subsection 50(3) or subsection 50(5) of the *Planning Act*, as the case may be, in order to sell the parcel of land that contained the rental unit. The Landlord also testified that it was a condition of the severance application that the rental unit was to be demolished. He further claimed that on November 4, 2024, the Purchaser's lawyer sent an email to him advising him that a demolition team was onsite so they could demolish the rental unit. The Landlord claimed that he denied the demolition until he was paid and confirmed that soon thereafter the Purchaser's lawyer had sent funds to his lawyer for the demolition.
13. On December 20, 2024, the rental unit was sold. A copy of the Transfer (registered as HR2076522) was filed as evidence with the Board. I take note that the Transferee is listed as "1000317928 Ontario Inc", the same numbered corporation, that was listed on the public hearing report dated December 9, 2024, that was adduced by the Tenants. I further note that Transfer also indicates that the Purchaser - Ranjit Singh Nizzer, is authorized to act for 1000317928 Ontario Inc., and includes a Schedule containing the Consent from the City of Milton. The Landlord argued that his intention was to sell the rental unit, and his intention was not to demolish it. He argued that he was unaware of the purchaser's intention and that the Purchaser had informed him that he would be moving into the rental unit.
14. On Cross examination, the Landlord testified that:
 - He does not know the date when the severance application was filed with the City of Milton;
 - He was not aware that in May 2024 that zoning was being proposed for the site (where the rental unit is located) to the City of Milton to change it from residential to commercial;
 - He did not know that the sign at the residential complex pertaining to the proposed zoning change of the site (where the rental unit is located) was there since May 2024;
 - He did not know anything pertaining to permitting the development of a truck dealership on the site where the rental unit is located;
 - He is aware that his name and the Purchaser's name (which is listed as 1000317928 Ontario Inc.) were on the public hearing report dated December 9, 2024;
 - He was not aware that the rental unit was going to be demolished.
15. In applying the legal principles in *Elkins*, and considering the totality of the evidence adduced at the hearing, I am satisfied on a balance of probabilities, that the Tenants have established that the Landlord and the Purchaser gave a notice of termination in bad faith.

16. There is no dispute between the parties with respect to the timeline of the events. When adopting a broader approach in determining bad faith, it is more likely than not, that Landlord was aware of the Purchaser's intention and served the N12 notice in bad faith. In May 2024, the residential complex had a clear sign on it that the site (where the rental unit is located) was undergoing a proposed change in zoning from residential to commercial for the purposes of developing a two-storey commercial truck dealership. The Tenants were still in possession of the rental unit at this time. The Landlord claimed that he was unaware of this sign and that he was not aware that a truck dealership was going to be developed. I do not find his evidence to be credible. Since the sale of the property had not yet occurred, the Landlord still owned the property, and he had a direct interest in what was happening on the land. A large prominent public notice sign regarding a rezoning application for his own land is not something that a reasonable property owner would fail to observe. I draw an adverse inference from the Landlord's explicit denial of this fact, and find that as early as May 2024, the Landlord was, more likely than not, aware that the rental unit was not going to be used for residential purposes, thus defeating the purpose for which the N12 notice of termination had been served to the Tenants. The Landlord continued to proceed with the termination after May 2024, where he more likely than not knew, or ought to have known by this period, that the Purchaser did not intend to reside in the rental unit and had intentions for commercial use.
17. The Landlord also claimed that to sell the property he had to sever the parcels of land, and that there was a "condition" on the severance application that the rental unit had to be demolished. He argued this condition constituted a material change in circumstances, beyond his control. The Landlord did not provide sufficient documentary evidence to establish conditions placed by the City of Milton with respect to the severance and did not even know when he had filed the severance application. This is evidence I would have reasonably expected the Landlord to adduce in support of his claim. Also, he claimed that he did not know that the rental unit was going to be demolished, but this testimony was inconsistent with his claim that the severance application required demolition. For these reasons, I place little weight on his oral evidence as it was both inconsistent and is not reliable.
18. The chain of email correspondence between the Purchaser's lawyer and the Landlord's lawyer, coupled with the Landlord's own testimony that he wanted money prior to any demolition suggests more likely than not, that the Landlord was aware of the Purchaser's intention to demolish the rental unit.
19. With respect to the Purchaser, the Tenants have also established on a balance of probabilities that they gave a N12 notice of termination in bad faith.
20. The N12 notice was served on behalf of the Purchaser and indicated that he intended to reside in the rental unit. A declaration was also signed by the Purchaser and filed with the Board declaring that he required the rental unit for residential occupation (LTB-L-079494-23). However, the documentary evidence filed by both parties, coupled with the timeline of events, establishes that the Purchaser, more likely than not, did not intend to reside in the rental unit. In May 2024, there was a proposed change in development for Zoning from residential to commercial. The public hearing report dated December 9, 2024, confirms

that the Landlord and the numbered corporation, 1000317928 Ontario Inc., jointly applied to permit the development of a commercial truck dealership on the very lands where the rental unit was located, and that this application was approved. The land where the rental unit had been located was sold and the Transfer confirms that the Transferee of the property is that same numbered corporation 1000317928 Ontario Inc., as that on the public hearing report, and that the Purchaser is authorized to act on behalf of this corporation. Thus, the Purchaser was at all material times the directing mind of this numbered corporation and was actively pursuing the rezoning and commercial development of the rental unit with the Landlord's assistance.

21. Taken altogether, the public notice sign, the Purchaser's participation in the rezoning application, and the demolition of the rental unit, establish on a balance of probabilities that, the Purchaser never intended to occupy the rental unit as their principal residence. Thus, the N12 Notice of termination was served for a purpose other than that permitted under the Act and was therefore given in bad faith.
22. For the reasons, noted above, I am satisfied that the Tenants have established their claims against both the Landlord and the Purchaser, and the Tenants have satisfied all of the necessary elements of the test in section 57(1)(b) of the Act.
23. I am mindful that the Tenants application currently lists the Purchaser as an individual (Ranjit Singh Nizzer), and the documentary evidence adduced by both parties indicates the Purchaser is a numbered corporation (1000317928 Ontario Inc.). Given my findings above that the Purchaser was connected to the serving of the N12 Notice of termination, and the fact that the Purchaser is the controlling mind of this corporation, in applying s.202(1) of the Act, I find that the Purchaser, in the circumstances of this case, should remain as the named Purchaser and face personal liability.

Remedies

24. The Tenants seek an order for a fine; general compensation; costs for increased rent the Tenants have incurred; costs the Tenants have incurred for storage; and other costs related to out-of-pocket expenses that Tenants have incurred with respect to travel, hotel and furniture items that had to be replaced.

Rent Differential

25. The Tenants seek a 12-month difference in rent between the rental unit and their new accommodation in the total amount of \$8,340.00.
26. The Tenants entered into a new fixed term lease agreement which commenced September 1, 2024, to August 31, 2025, for a unit located at 89 Ontario Street, Milton, Ontario. The Tenants currently reside at this property. Their new rent is \$2,095.00. As per the Order LTB-L-079494-23, the Tenants previous rent was \$1,400.00. This is an increase of \$695.00. The Tenants current rental unit is a 2 a bedroom apartment approximately 700 square feet, located above a school, with no backyard. Their current rental unit is approximately 4km away from G.S's place of employment. The Tenants previous rental unit (the subject matter of this application), was a 3-bedroom unit, with a living room and a

kitchen, and contained a backyard, and it was located across G.S's work. No sufficient evidence was provided as to the size of the backyard, or whether the Tenants had use of the backyard at their previous rental unit. Thus, I place little weight on this evidence.

27. A rent differential should reflect the additional rent that the Tenants have to pay but it should not require the respondents to pay for any betterment between the original rental unit and that to which a tenant moves after being served with an N12. Furthermore, based on the language of the provision governing this remedy under 57(3) of the Act, hardship is not a factor to be considered.
28. No two units or circumstances are identical. Crafting a remedy for a rent differential is therefore more of an art than a science. The Tenants were forced to move for an improper reason on a N12 notice and now find themselves paying higher rent for lesser rooms. The Tenants were paying \$1,400.00 for 3 bedrooms, which equates to \$466.66 per room. The Tenants have lost an extra bedroom in their new rental unit compared to their previous rental unit and are paying more for the bedrooms at (\$2,095.00 divided by 2 bedrooms) \$698.33. To account for the increase in rent, the difference between \$466.66 per bedroom from their previous rental unit to their new rental unit of \$698.33 per bedroom equals \$231.67.
29. In my view, the amount of \$2,780.04 (\$231.67 x 12 months) is an appropriate award in the circumstances. Accordingly, I shall order that the Landlord and the Purchaser pay this amount to the Tenants.

General Compensation

30. Pursuant to subsection 57(3) of the Act, the Board has the authority to:

An order that the landlord pay a specified sum to the former tenant as general compensation in an amount not exceeding the equivalent of 12 months of the last rent charged to the former tenant. An order under this paragraph may be made regardless of whether the former tenant has incurred any actual expenses or whether an order is made under paragraph 2.

31. The Tenants seeks compensation in the total amount of \$16,800.00. Tammy Szantos (T.S) testified to the impact that the eviction had on her. She claimed that she is 65 years old, and that her new rental unit has stairs, whereas her previous rental unit was a single floor property. Climbing up and down the stair worsened her physical health to the point that she cannot walk and was diagnosed with Sciatica. She takes pain medication and is walking with a cane. T.S also claimed that the eviction caused her significant emotional stress which causes her sleep difficulties, and that she was also diagnosed with MS - which I understand to mean Multiple sclerosis.
32. Based on the totality of evidence adduced at the hearing, I decline to award general compensation to the Tenants. The Tenants did not provide sufficient medical documents to corroborate the claims made by T.S pertaining to the impact the eviction had on her mental/physical health. This is evidence I would have reasonably expected the Tenants to adduce in support of T. S's assertion and for Board to be able to assess the degree of the

impact. Accordingly, I place little weight on T. S's oral testimony and decline to award this remedy.

Storage Expenses

33. The Tenants seek an order for reasonable out-of-pocket storage expenses that they have incurred or will incur in the amount of \$452.00. G.S claimed that because of the eviction he had to store items in a storage. A copy of the storage payment history was filed as evidence with the Board and corroborates his claim with respect to the amount the Tenants are seeking. Thus, I am satisfied the Tenants have incurred or will incur this amount.
34. Accordingly, I shall order that the Landlord and the Purchaser pay \$452.00 to the Tenants for storage expenses.

Other Costs

35. Under subsection 57(3) of the Act, the Board has the authority to order any other remedy that the Board considers appropriate. The Tenants seek costs in the amount of \$4,125.82, for costs related to uber expenses which G.S incurred to travel to/from work; hotel costs in the amount of \$3,202.10; and out of pocket expenses for property that needed to be replaced in the amount of \$571.71.

Hotel

36. G.S testified that due to the eviction, he had to stay at a hotel from August 21, 2024, to August 31, 2024. A copy of payment report from Best Western hotel was filed as evidence with the Board and confirms that G.S paid these costs for his hotel stay. The invoice outlines the charges for hotel and indicates there is no balance outstanding which confirms that the Tenants have paid this amount. The Landlord did not seriously challenge this evidence; thus, I accept the documentary evidence adduced by the Tenants with respect to their claim for hotel costs and find it reliable. The Tenants paid \$3,202.10 for hotel costs.
37. Accordingly, I shall order that the Landlord and the Purchaser pay \$3,202.10 to the Tenants for hotel costs.

Uber/Travel

38. With respect to travel costs, G.S testified that he must now take an Uber to travel to work. G.S adduced into evidence a copy of an excel sheet outlining the trips he had taken via Uber. He claimed that he had emailed Uber and had gotten the document outlining all his trips directly from the company, and that this excel sheet is the original document ("original document"). The Landlord did not seriously challenge the assertions by G.S with respect to the original document; thus, I accept G. S's evidence that he obtained the original document from Uber and find that it is reliable with respect to all his Uber travel related costs. For ease of reference, the Tenants also provided a redacted version of G.S's Uber

trips based on the original document so that it only outlines the trips he had taken from the hotel/current rental unit to either the storage unit, his place of employment, and various other locations to search for alternative housing from August 22, 2024, to August 26, 2025. The Landlord also did not seriously challenge the reliability of this redacted document based on the original document. Thus, I find that this redacted document is also reliable with respect to G. S's Uber travel related costs.

39. Since the amended application is only seeking costs for travel to/from work, only these costs will be awarded. I take note that the redacted document of Uber trips references many addresses of which their relevance was not explained by the Tenants and include a drop off address to the storage unit which is not related to travel costs related to work. It is also unclear whether these unexplained addresses are related to the breach that formulate grounds for this application or are personal travel costs. Thus, these will not be considered. Furthermore, costs from April 23, 2025, to May 7, 2025, will not be considered as there is no drop off address specified.
40. Upon reviewing the documentary evidence with respect to travel costs, I am satisfied that the Tenants have established their claim for travel costs related to/from work in the amount of \$3,459.35.
41. Accordingly, I shall order that the Landlord and the Purchaser pay \$3,459.35 to the Tenants for Uber costs.

Property Replacement

42. With respect to costs related to property that needed to be replaced, G.S testified that due to the eviction, some of his personal items (bed frame, curtain and curtain rods) were left behind at the rental unit. After the Tenants vacated, the Landlord did not permit the Tenants to retrieve these belongings. As a result, the Tenants had to spend \$571.71 to replace these items. The Landlord did not seriously challenge this testimony; thus, I find the testimony provided by G.S to be reliable. A copy of an invoice from Wayfair was filed as evidence with the Board and corroborates his claim.
43. Accordingly, I shall order that the Landlord and the Purchaser pay \$571.71 to the Tenants for property replacement costs.
44. Given my findings above with respect to bad faith, I find that all these other remedies that the Tenants have requested on their application are appropriate. The Tenants were evicted due to a bad faith N12 notice, and as a result they experienced significant financial strain.

Fine

45. Pursuant to the Board's Interpretation Guideline 16 regarding Administrative Fines:

An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act, 2006* (the "RTA"), 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. Administrative fines and rent abatements serve different purposes. Unlike a fine, a rent abatement is intended to compensate a tenant for a contravention of a tenant's rights or a breach of the landlord's obligations.

[Emphasis Added]

46. While this guideline is not binding on me, I find it persuasive and see no reason to depart from it. The plain reading of the interpretation guideline suggests that both criteria of a blatant disregard for the Act, and the lack of other remedies being available must both be met.
47. In the circumstances of this case, I am satisfied that the remedies noted above will provide adequate deterrence for the Landlord and the Purchaser and ensure compliance. As such, no fine will be awarded.

Filing Fee

48. The Tenants also incurred costs of \$48.00 for filing the application and are entitled to reimbursement of those costs.
49. The total amount the Landlord and the Purchaser shall pay to the Tenants is \$10,513.20 (\$2,780.04 + \$452.00 + \$3,202.10 + \$3,459.35 + \$571.71 + \$48.00). Accordingly, I will order this total amount to be paid to the Tenants.
50. This order contains all the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord and the Purchaser shall pay the Tenants is \$10,513.20, which includes the out-of-pocket expenses which the Tenants have incurred (difference in their rent, storage, hotel, Uber, and replacing their property) and the costs of filing the application.
2. The Landlord and the Purchaser shall pay the Tenants the full amount owing by May 24, 2026.
3. If the Landlord and the Purchaser do not pay the Tenants the full amount owing by May 24, 2026, the Landlord and the Purchaser will owe interest. This will be simple interest calculated from May 25, 2026, at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 13, 2026
Date Issued

Inderdeep Padma
Member, 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.