



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

File Number: LTB-T-094226-25

In the matter of: 10 SPADINA Road
BRAMPTON ON L6X4X6

Between: Ana Laura Linton Tenant

And

Guriqbal Singh Randhawa Landlords
Simranjot Kaur Bajwa

And

Ajaydeep Singh Teja Purchaser

Ana Laura Linton (the 'Tenant') applied for an order determining that Guriqbal Singh Randhawa and Simranjot Kaur Bajwa (the 'Landlord') and Ajaydeep Singh Teja (the 'Purchaser') gave a notice of termination in bad faith.

This application was heard by videoconference on May 4, 2026.

One of the named Landlords, Guriqbal Singh Randhawa, the Landlord's Legal Representative, Asraf Chandt, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must provide compensation to the Tenant as set out in this Order.

Preliminary Issue

2. At the outset of the hearing, the Landlord's Legal Representative referred to DOC ID 7839634, Exhibit 1, and stated that this matter had already been submitted as evidence before the Landlord and Tenant Board on April 10, 2024, and the N12 Notice served on October 31, 2023, was found to have been served in good faith.
3. Consequently, in accordance with the Order issued on July 15, 2024, the tenancy between the Landlords and Tenant was terminated and the Tenant was ordered to move out of the rental unit on or before July 31, 2024.
4. The Tenant in fact vacated the rental unit on November 8, 2024, as per the Sheriff's notice.
5. The Landlord's Legal Representative went onto then say that the Tenant is raising the same issues again and that there have been no new developments and therefore asked the Board to dismiss the Tenant's application in its entirety.
6. As this is a Tenant's application, I informed the Landlord's Legal Representative that I would hear the matter in its entirety.

Relevant Law, Burden of Proof and Admissions

7. 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.
8. The Tenant testified that she believed the N12 Notice was served in bad faith as she felt the Landlords wanted to evict her so that they could rent out the place to another tenant for a higher rent.
9. The Tenant expressed her concerns with respect to the original Agreement of Purchase and Sale that was brought before the Board on April 10, 2024, and said that it was not a signed Agreement. She submitted it was therefore fraudulent. However, having reviewed DOC ID 7839515, Exhibit 2, the Landlords' Response to the Tenant, I found the Agreement of Purchase and Sale dated October 25, 2023, was signed by both parties to the Agreement.
10. The Tenant testified that the rental unit was still listed for sale on December 11, 2023. The "For Sale" sign was still in front of the house and was not replaced with a "Sold" sign. Furthermore, the Purchaser never came to inspect the house before entering into the Agreement with the Landlords.

11. The Tenant said the Landlord told her some time ago that he wanted her out because she was not paying market value rent. Her monthly rent was \$1,660.00 at the time she left. Houses in that area were being rented for \$800 - \$1,000 more per month than what she was paying.
12. The Tenant stated that at the last hearing, when the Landlord was asked who the purchaser of the rental unit was, he said "a friend of a friend". This convinced her the Agreement of Purchase and Sale was not a genuine one.
13. The Tenant also said that the pictures taken by the Landlord and inserted into Exhibit 2 as part of the Landlord's response are not an accurate depiction of how the Tenant truly lived. She referred to DOC IDs 7882738, 7882759, 7882766 and 7882778 -Exhibits 3, 4, 5, 6 and 7 respectively and said these pictures were more accurate to demonstrate how she kept her home. The Landlord's pictures he had taken were taken just after her move when things were a mess as she was moving in a rush with her 3 children.
14. The Tenant claimed there were several maintenance issues during the tenancy which the Landlords would not take care of and stated that during the first 6 years of her tenancy, the Landlords never came to the rental unit.
15. The Tenant then referred to Exhibit 2, specifically the Landlord's claims for damages and said that the Landlord had done very little to make material repairs to the house, so she was not able to understand where the repair and renovation estimates and claims came from. Furthermore, the recent listing pictures show that very little renovation had been done to the rental unit.
16. As a result of the eviction, the Tenant had to move into her mother's 3-bedroom home which was already occupied by her mother, sister and sister's 3 children. It was difficult to continue living there and so the Tenant moved into a shelter with her children. This move to the shelter has traumatized her children.
17. The Tenant testified that the Landlord had been trying to get her out of the rental unit 3 times over the course of the last few years. The first time he said he wanted to renovate the house. The second time he stated he wanted to move his elderly mother-in-law to the rental unit. She found this to be odd because the rental unit is a 3-storey townhouse which perhaps would be unsuitable for an elderly person. When the Tenant challenged the Landlord and told him he had a unit in his home that would be better suited for his mother-in-law, she says the Landlord then dropped this matter altogether. After this, she testified that the Landlord then went and listed the rental unit for sale.
18. Upon the Landlord's Legal Representative's cross-examination of the Tenant, he asked her to provide evidence that the Agreement of Sale and Purchase was a fraudulent one. She responded by saying there was no realtor listed in the Agreement nor any lawyers for the buyer or seller and after speaking to a real estate agent about this, she believed that in the absence of those details, this Agreement was a fraudulent one. The Landlord's Legal Representative reminded the Tenant that when this matter was heard the first time in April 2024, the Member did not find this Agreement to be of fraudulent nature.
19. The Landlord then referred to DOC ID 7883389, Exhibit 8 and demonstrated to the Tenant that even though he had asked her in 2022 to move out, he had not sold the house until a

year later. The Tenant's counterclaim was that this message proved that the Landlord was finding ways to evict her. He had been asking her since 2022 to move out and that he had not increased the rent for 3 years. He asked her to consider moving out and said he wanted the rental unit for his mother and promised the Tenant he would not re-rent the unit. She stated this was consistent with the Landlord's constant effort to get her to leave the unit.

20. The Landlord's Legal Representative stated that all these issues were raised in the hearing in April 2024, and an Order stating the N12 was served in good faith was issued. No new issues have come to light and consequently the Landlord could not understand why the Tenant was bringing this application before the Board for issues that had already been heard and resolved. He further went onto say that the Tenant failed to provide any evidence that the Agreement of Purchase and Sale was a fraudulent one.
21. The Tenant said she would like to understand how the Purchaser can purchase the rental unit without even having seen it prior to entering into the Agreement. The Landlord's Legal Representative testified that the reason the Purchaser could not inspect the rental unit from inside prior to making the purchase was because the Tenant had changed the locks and not provided the Landlord with a key. The Tenant disputed this fact.
22. The Landlord's Legal Representative then asked the Landlord to give evidence about the Agreement of Purchase and Sale. The Landlord testified that one of the conditions of sale was vacant possession of the rental unit. The Landlord's Legal Representative referred to the Agreement and said it was clearly stated that if on closing the rental unit was not vacant, then the Landlord and Purchaser would have the option to either extend the Agreement or terminate it.
23. The Landlord's Legal Representative then referred to page 13 in Exhibit 2 and showed there had been an Amendment to the Agreement whereby the closing date had been extended from January 11, 2024, to March 29, 2024, hoping that by then the unit would be vacant. Page 15 of Exhibit 2 was another Amendment to the Agreement extending the closing date from March 29, 2024, to May 15, 2024. Page 17 of the Exhibit cheque was a \$10,000 deposit cheque from the Purchaser to the Landlord to be deposited into the lawyer's account in trust.
24. Page 25 of the Exhibit pertains to the notice "delivery of vacant possession". This was on the day of eviction when the Sheriff came to evict the Tenant. In accordance with the Order issued on July 15, 2024, the Tenant had not vacated the rental unit on or before July 31, 2024. Finally, the Landlord called upon the Sheriff to evict the Tenant. The Landlord testified that there was a delay in the Sheriff's office, and they did not come to the rental unit until November 2024 to evict the Tenant. The Tenant testified that even though she vacated the unit on November 8, 2024, she made arrangements with the Landlord to have a few extra days in which to move out all her belongings, which he granted. Consequently, she moved out fully of the rental unit on November 12, 2024.
25. The Landlord testified that the pictures depicting the state of the rental unit were taken on November 8, 2024. The estimates in his response of the repairs to be undertaken were prepared by the company after the contractor had inspected the property on the evening of November 8, 2024.

26. Page 53 of Exhibit 2 is another Amendment to the Agreement to extend closing of the rental unit to May 15, 2024, to July 31, 2024. Page 55 of Exhibit 2 is a further Amendment to the Agreement to amend the closing date from August 30, 2024, to September 30, 2024. Page 57 is the final Amendment to extend closing to November 30, 2024.
27. The Landlord's Legal Representative then referred to Page 60 of Exhibit 2. This was an email exchange between the Landlord and Purchaser whereby the Landlord told him on November 8, 2024, that the eviction process had begun and within 72 hours the rental unit would be fully vacated, after which he would have the unit deep cleaned and repaired and they could then inspect the property as agreed upon during their earlier phone conversations.
28. On November 12, 2024, after the Tenant had vacated the rental unit and inspection had taken place, the Purchaser emailed the Landlord and expressed his decision to terminate the Agreement of Purchase and Sale based on the current market and condition of the rental unit. Notwithstanding the fact that, as per the Landlord's testimony that he reduced the agreed upon sale price of the rental unit by \$50,000, the Purchaser felt he would be unable to recover his losses and did not want to proceed with this transaction.
29. The Landlord testified that due to the constant negotiations and extensions of the closing date of the rental unit, and then the fact that the Purchaser decided not to proceed with the transaction he went through undue hardship.
30. The Landlord's Legal Representative then referred to Page 62 of Exhibit 2 which was an Agreement with a broker to list the rental unit for sale. The Landlord testified that the rental unit was listed for sale for a couple of months, but he did not receive any acceptable offers. Therefore, he decided to take the rental unit off the market in February 2025 and re-rent the unit. When asked, the Landlord confirmed that the rental unit is currently rented out.
31. The Landlord's Legal Representative stated that from October 2023 to February 2025, the Landlord's genuine intent to sell his rental unit has been consistently demonstrated.
32. The Purchaser was then brought into the hearing as a witness. I asked him that when entering into the Agreement of Purchase and Sale for the rental unit in October 2023, did he ever do a full site visit and inspect the property from inside. He said no he did not because he saw it from the outside and had seen the pictures of the inside. The Purchaser also stated that every time he asked the Landlord to see the rental unit, the Landlord said the unit was not currently vacant. The Purchaser testified that he still went ahead with the purchase because he had seen the pictures and believed he was getting a good deal.
33. The Landlord's Legal Representative asked the Landlord to explain in the hearing if he had access to the rental unit. The Landlord testified he did not have access nor the ability to show the unit because whenever he asked, the Tenant would refuse entry by giving different excuses. The Tenant did not allow the Landlord access to the rental unit. Later, the Tenant had changed the locks, and the Landlord was not provided with a spare key.
34. The Landlord further testified that because the Tenant refused to allow showings of the rental unit to take place, this was the reason he had to sell the unit privately to a "friend of a friend". The Landlord testified that for 16 months the locks had been changed, and he

could not get access to the rental unit. On eviction date, a locksmith was called, and the locks were changed.

35. The Tenant responded to the changing of the locks claim by stating that the Landlord had asked her to change the locks because he did not want to pay for it. The lock needed to be changed because it was dangerous as is since the doorknob would not stay on nor could the Tenant open the door from the inside. She asked him numerous times to change the lock but was told by the Landlord that it was her fault and therefore she had to replace it. The Tenant referred to DOC IDs 7883411 and 78834223, Exhibits 9 and 10 respectively, which were message exchanges between the parties where the Landlord asked the Tenant to replace the lock, and they will split the difference with respect to the cost. No evidence was led by the Tenant with respect to providing the Landlord with a spare key. The Landlord did not dispute what the Tenant said.
36. When presenting closing submissions, the Landlord's Legal Representative requested I take into consideration the Order issued on July 15, 2024, especially paragraph 17. He also requested I take this Order into account because it already establishes that the N12 Notice was served in good faith.
37. However, subsection 57(4) of the Act states that in an application under subsection (1), the Board may find that the landlord gave a notice of termination in bad faith despite a previous finding by the Board to the contrary.

The Landlord did serve the N12 Notice in bad faith

38. I did not find the Purchaser's evidence of intent to purchase the rental unit to be a genuine one. The Landlord testified that the Purchaser was frustrated in the end with the delay in closing and therefore decided to not proceed with the transaction. However, all the extensions with respect to the closing date were agreed upon by both parties and the final Amendment to the Agreement had a closing date of November 30, 2024. In this light the Purchaser's evidence for the failed purchase was less reliable. Why would he agree to multiple extensions and then cancel the deal on eve of vacant possession? I did not find the explanation provided by the Purchaser to be sufficient. It was not clear what losses the Purchaser was referring to in regard to the sale of the property. The timing of the cancellation is beyond coincidental.
39. When the sale of the rental unit fell through, the Landlord was obligated to notify the Tenant and allow her to continue with the tenancy if she so desired. The Landlord does not deny he failed to notify the Tenant of the Purchaser's decision not to move ahead with the transaction. The decision not to notify of the Tenant of the change in circumstances around the sale of the property goes to the heart of the Landlord's evidence. And as referred to by the Landlord's Legal Representative, there had already been a hearing where the Tenant had challenged the Landlord's good faith. He knew or ought to have known of the Tenant's interest in staying in the rental unit.
40. 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.

41. In *TSL-30516 & TSL-30517-SA*, [2001] O.R.H.T.D. No. 176, the purchaser was found to lack true intent to occupy the property where the purchaser entered into a purchase agreement without a complete viewing of the property.
42. In the above circumstances, I find that, on the balance of probabilities, the Landlord nor the Purchaser rebutted the presumption of bad faith and that the N12 Notice was not served in good faith.
43. As a result, I find the Tenant has demonstrated all of the required elements under s.57(1)(b).

Remedies

44. The Tenant referred to DOC IDs 6755876, 6755878, 6755879, 6755880, 6755881, 6755882 and 6755883, Exhibits 11, 12, 13, 14, 15, 16, and 17 respectively, which are screenshots of the payments made to the storage company for her storage. Having reviewed these screenshots of payments made, I find that the Landlord must pay the Tenant \$6,918.89 for the reasonable out-of-pocket storage expenses that the Tenant has incurred as a result of having to move out of the rental unit.
45. If the Tenant meets all 3 elements of the legal test in s.57(1) of the Act, then the Board may award a general compensation of up to 12 months rent last charged for the rental unit, which in this case was \$1,660.00 per month. The Tenant testified that she and her 3 children are living in a shelter and moving from shelter to shelter. The Landlord's Legal Representative's claim is that the Landlord did not serve the N12 Notice in bad faith and therefore it would appear that his position would be that he does not owe any monies to the Tenant in the form of general compensation. Due to the fact that the N12 Notice to terminate the tenancy was served in bad faith and that the Tenant would not have moved out of the rental unit had it not been for the fact that she was served with the N12 Notice, I find that the Landlord must pay the Tenant some amount of general compensation. Having heard from the Landlord's Legal Representative, the Landlord and the Tenant, I believe the general compensation should be equal to an amount of 12 months' rent that was last charged for the rental unit which is a total of \$19,920.00. This figure is reasonable, and I have based the amount on the stress and inconvenience put to the Tenant having to move and by the Landlord and Purchaser's bad faith behaviour. The amount should also act as a deterrent should the Landlord or Purchaser decide to engage in the rental housing market again.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$26,886.89. This amount represents:
 - \$6,918.89 for the storage expenses that the Tenant has incurred as a result of having to move out of the rental unit.
 - \$19,920.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 7, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 7, 2026, the Landlord will owe interest. This will be simple interest calculated from June 8, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 27, 2026
Date Issued

Farzana Kanji
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.