



**Order under Section 21.2 of the
Statutory Powers Procedure Act and
under Sections 41 and 57 the Residential Tenancies Act, 2006**

File Number: LTB-T-098631-24-RV

In the matter of: Main, 255 Bellamy Road North
Scarborough ON M1J2M1

Between: Gordon Jilks Tenant

And

Natale Catalano Landlord

Review Order

Gordon Jilks (the 'Tenant') applied for an order determining that Natale Catalano (the 'Landlord') gave a notice of termination in bad faith.

The application dismissed by order LTB-T-098631-24 issued on February 17, 2026 following a hearing of February 11, 2026 that the Landlord did not attend.

On March 23, 2026 the Tenant requested a review of the order.

On March 23, 2026, the Board granted interim order LTB-T-098631-24-RV-IN directing a hearing of the Tenant's request for review.

The request for review came before me in videoconference room 149 on May 13, 2026.

As of 1:55 pm, 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:

Service

1. Notice of this hearing, and of the February 11, 2026 hearing, was mailed to the Landlord at the address provided by the Tenant in his application. The envelopes were returned to the Board marked "Moved Return to Sender." I accept the Tenant's uncontested evidence that the address disclosed on the application is the Landlord's current mailing address because the Tenant has personal knowledge of the fact that the Landlord lives at that address and

has also observed the Landlord entering and exiting that address on a regular basis. I find therefore that notice of hearing was sufficiently given to the Landlord by mail to the last known address where the Landlord resides and that the Board has authority to proceed in the Landlord's absence by authority of section 7 of the *Statutory Powers Procedure Act*.

Request to Review

2. The Tenant claimed that the Landlord repossessed the rental unit in bad faith when he gave notice of termination stating he required the rental unit for residential occupation by his son because his son never moved into the rental unit.
3. In order to succeed on the application, the Tenant had to prove each of the elements set out in section 57 of the *Residential Tenancies Act, 2006* (the 'Act') on a balance of probabilities:
 - (a) The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act;
 - (b) The Tenant vacated the rental unit as a result of the N12 notice of termination;
 - (c) No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
 - (d) The Landlord served the N12 notice of termination in bad faith
4. The Board found that the Tenant had met the burden of proof with respect to parts (a) and (b) of the test but was not prepared to accept the Tenant's evidence that no one lived in the rental unit for several months after he vacated the rental unit because it found the Tenant's belief to be speculative and unsupported by confirmatory evidence.
5. The trier of fact is free to accept some, none, or all of any witness's testimony and may draw whatever inference it deems appropriate from the evidence that has been proven. However, every witness, particularly a party whose interests are affected by the proceedings, has a right to receive reasons sufficiently detailed that allow them to understand why their evidence was rejected on a material issue.¹ This is because the duty to give sufficient reasons is an essential aspect of procedural fairness.² The standard is not perfection, and reasons are to be read as a whole in the context of the proceedings that gave rise to them to determine whether they fulfill their intended function:
 - (1) To justify and explain the result;
 - (2) To explain to the unsuccessful party why they were unsuccessful;
 - (3) To allow informed consideration of any review or appeal; and
 - (4) To satisfy the public that justice has been done.³
6. In this case, the Tenant testified that he moved into his friend's property across the road from the rental unit and monitored the comings and goings on a daily basis. He testified

¹ *Law Society of Upper Canada v. Neinstein*, 2010 ONCA 193 at paras 80-81.

² *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65 at para. 127.

³ *McAvany v. Kingston Home Base Non-Profit Housing*, 2025 ONSC 1164 (Div. Ct.) at paras. 24-25.

that he observed extensive renovations carried out under a building permit, construction waste being carried away, the Landlord's son coming and going, but also observed that no one ever spent the night there. He asked the Board to infer from this circumstantial evidence that the intended occupant did not occupy the rental unit for residential purposes. The Board had no obligation to accept this evidence or draw the inference requested but it was obliged to include reasons sufficiently detailed to explain how and why it arrived at its decision. I find that the review must be granted because the Board's reasons for rejecting the Tenant's evidence as mere speculation are insufficient to justify and explain the result.

7. Based on the submissions presented, I was satisfied that order LTB-T-098631-24 issued on February 17, 2026 discloses a serious error. The request to review was granted and the application re-heard.

Merits of the Original Application

8. The Board's records show that the Landlord was granted termination on the strength of an N12 notice given to the Tenant in June 2022 stating that the Landlord required the rental unit for residential occupation by his son.
9. I accept the Tenant's uncontested evidence that:
 - (1) He was evicted based on the Board's order and therefore vacated the unit as a result of it within the meaning of subsection 57(1).
 - (2) He observed no one living in the rental unit for months after he vacated the rental unit and also accept his uncontested evidence that the construction at the rental unit is ongoing as of the date of this hearing.
10. I therefore find that the Tenant has proven on a balance of probabilities that no person referred to in clause 48(1)(a), (b), (c) or (d) of the Act occupied the rental unit within a reasonable time after the Tenant vacated.
11. I accept that this delay is unreasonable, and in combination with the other evidence presented and guided by section 202 of the Act, I find the Tenant has proven on a balance of probabilities that the Landlord gave the N12 notice in bad faith.
12. The application be allowed because the Tenant has proven the grounds on a balance of probabilities.

Remedies

13. Having established the grounds for his application, the Tenant is entitled to those remedies listed in subsection 57(3) of the Act that he can prove on a balance of probabilities.
14. The Tenant testified, with reference to invoices filed, that he incurred out-of-pocket moving and storage expenses in the amount of \$12,374.72. The application is amended to include that claim and the Tenant will be awarded that amount because I find it has been proven on a balance of probabilities and that it is reasonable.

15. The application claims loss of personal property because the Landlord did not give the Tenant access to the rental unit to recover belongings within 72 hours of his eviction by the Sheriff. He estimated the value of that property at \$40,000.00 consisting of specialized tools, clothing, kitchen appliances, a snowblower, a lawnmower, an e-bike and household furnishings.
16. The Board accepts that these damages are recoverable under paragraph 4 of subsection 57(3). If necessary, the application will be amended to include a claim under section 41 of the Act because the Landlord did not give the Tenant 72 hours to remove his property from the rental unit or from a place close to the rental unit after the Sheriff evicted the Tenant.
17. The Tenant will be awarded \$40,000.00 because I accept the Tenant's uncontested evidence of his losses and based on the totality of the evidence presented I find that amount to be proven on a balance of probabilities and to be the reasonable amount for the cost that the Tenant incurred or will incur in replacing property that was damaged, destroyed or disposed of as a result of the Landlord's breach of section 41 of the Act.
18. The Tenant seeks the maximum general compensation allowed under paragraph 1.1 of subsection 57(3) in the amount of \$21,300.00 being the equivalent of 12 months of the last rent charged. This head of damages is intended to compensate for the mental distress, inconvenience and other non-pecuniary losses arising from an unlawful eviction. I accept the Tenant's uncontested evidence that he and his spouse lived with a friend for three months starting in December 2023 after they were evicted by the Sheriff. After that, they lived in a tent on a friend's field until May 2025 when they eventually secured subsidized housing. During that time, the Tenant's spouse was unable to work and lost her job. She attempted suicide. The Tenant suffered severe health and financial detriment as well. I find the claim for general compensation has been proven on a balance of probabilities and, on considering the totality of the evidence, I find \$21,300.00 to be a fair and reasonable award to compensate the Tenant for his substantial losses caused by this unlawful eviction.
19. The Tenant confirmed that he is electing to proceed with his claims at the LTB understanding that any portion of the claim that exceeds the Board's \$50,000.00 jurisdiction will be forever extinguished by operation of subsection 207(3) of the Act once the Board issues its order.
20. The Tenant incurred costs of \$48.00 for filing the application and is entitled to be reimbursed those costs.
21. The Tenant did not a fee for requesting this review.

It is ordered that:

1. The request to review order LTB-T-098631-24 issued on February 17, 2026 is granted. That order is cancelled and replaced by the following.
2. The total amount the Landlord shall pay the Tenant is \$50,048.00. See Schedule 1 for the calculation of the amount owing.
3. The Landlord shall pay the Tenant the full amount owing by May 30, 2026.

4. If the Landlord does not pay the Tenant the full amount owing by May 30, 2026, the Landlord will owe interest. This will be simple interest calculated from May 31, 2026 at 4.00% annually on the balance outstanding.

May 19, 2026
Date Issued

Nersi Makki
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Landlord must pay the Tenant:

Reasonable moving and storage expenses	\$12,374.72
Reasonable out-of-pocket expenses to replace personal property	\$40,000.00
General compensation	\$21,300.00
Excess of the claim extinguished by subsection 207(3) of the Act.	(\$23,674.72)
Filing fee	\$48.00
Total	\$50,048.00