



Order under Section Residential Tenancies Act, 2006

Citation: Baby v Thangarajah, 2026 ONLTB 34227

Date: 2026-05-21

File Number: LTB-T-060228-24

In the matter of: Basement Unit, 144 Brenda Crescent
Scarborough ON M1K3C7

Between: Bizna Baby Tenant

And

Anandamalar Thangarajah Landlord

Bizna Baby (the 'Tenant') applied for an order determining that Anandamalar Thangarajah (the 'Landlord'):

- gave a notice of termination in bad faith (T5 application).
- failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act*, 2006 (the 'Act') or failed to comply with health, safety, housing or maintenance standards (T6 application).
- entered the rental unit illegally (T2 application).
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household (T2 application).
- harassed, obstructed, coerced, threatened or interfered with the Tenant (T2 application).

This application was heard by videoconference on February 26, 2026.

The Landlord, the Landlord's Legal Representative, Sathiyapriya Kalaimathian, the Landlord's Witness, Senthivel Sinnathurai, the Tenant's Legal Representative, Daniel English, and the Tenant attended the hearing.

Determinations:

1. At the commencement of the matter, it was raised that the tenancy terminated on July 31, 2023, and this application was filed on July 31, 2024. Under section 29(2) of the Act, which applies with respect to the substance of the Tenant's T2 and T6 applications:

29(2) No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred.

2. This means that while the application was filed in time to proceed technically, remedies could only be granted in respect of conduct that occurred on the final day of the tenancy, July 31, 2023. The Tenant opted to withdraw their T2 and T6 applications instead of proceeding with these applications, and only the T5 application proceeded on that basis.
3. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$2,348.62 by June 2, 2026. The Landlord must also pay an administrative fine to the LTB of \$10,000.00 on or before June 2, 2026.
4. 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:
 - 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.
5. The Tenant proved all of the requirements in subsection 57(1)(a) as explained below.
6. The Tenant testified they were served with an N12 notice of termination with a termination date of July 31, 2023. This was not disputed by the Landlord.
7. The Tenant testified that they vacated on July 31, 2023 pursuant to the N12 notice of termination and would not have moved had they not received this notice. The Landlord submitted that the Tenant already intended to move from the rental unit, citing that she is now in the military. The Tenant testified that she joined the military after moving, and had not intended to move from the rental unit, as she knew it would be difficult to find proper accommodations within her budget. I find the Tenant's testimony to be credible in this regard, and find that the Tenant vacated due to the N12 notice of termination.
8. The Tenant entered into evidence advertisements for accommodations sharing the rental on Facebook posted on July 1, 2024. These advertisements specified that space in the rental unit was "Available from July/August". The Tenant entered into evidence a transcript of a WhatsApp conversation entered into by text message to the phone number listed in the Facebook posting made initiated by the Tenant's friend. The Tenant testified that following the Tenant seeing the advertisement she had her friend reach out to this person advertising space in the rental unit.
9. The WhatsApp conversation which took place between July 11 and 22, 2024 indicates that the party advertising the rental unit is a tenant who has been renting the unit from the Landlord for approximately a year. The party also sent images of the rental unit as part of this conversation, and the Tenant confirmed these images show the rental unit.
10. Pursuant to this conversation, the Tenant's friend attended the rental unit on July 22, 2024. The Tenant entered into evidence a video and an audio clip from this visit. The video clip shows the state of the rental unit, which appears to be set up as a typical residential rental

unit with bedrooms being used for occupation. The audio clip contains a conversation with the party who wishes to fill the room in the rental unit.

11. That conversation confirms that party has lived in the rental unit as a tenant with her sister in one bedroom, and that her cousin previously occupied the other bedroom but had recently moved away and will come back soon to pick up the remainder of their items. The party indicates to the Tenant's friend that they will have lived in the rental unit for a year come August. This matches the transcript of the WhatsApp conversation provided which indicates that party had been staying in the rental unit for almost one year.
12. The Tenant also testified that there had been several attempts by the Landlord to increase the rent above the guidelines in the year prior to the service of the N12 notice of termination, citing the Tenant paying below market rent. The Tenant testified that they refused to agree to these increases above the guidelines. The Tenant believes that this refusal is the real reason the Landlord wished to terminate the tenancy. I note that the Tenant initially did not testify as to this, and so when it was initially raised in cross-examination I was not inclined to find questions as to these attempted rent increases to be relevant. However, after the Landlord's Legal Representative explained that they believed the Tenant was alleging this as the reason the N12 notice of termination was served, I permitted the Landlord's Legal Representative to cross-examine the Tenant and establish the record in this regard.
13. The Landlord disputed that no person referred to in section 48(1) of the Act occupied the rental unit within a reasonable period or that the N12 notice of termination was served in bad faith.
14. The Landlord testified that she wanted to occupy the basement of the rental unit to pursue her passion of makeup and wanted to set up a makeup studio downstairs. The Landlord testified that she required the downstairs unit to do so as all of the bedrooms in the upstairs were filled, being one she shared with her husband, one for each of her children, and one by a tenant.
15. The Landlord testified that she took over the downstairs for the purposes of a makeup studio, and also that she moved downstairs in August, 2023 to August, 2024 due to personal issues. The Landlord testified that she moved back upstairs and gave up her makeup business after this as her brother was in hospital with cancer, and she did not have time to pursue it. The Landlord submitted that this was a material change in circumstances that prevented the Landlord from continuing to occupy the basement.
16. The Landlord did acknowledge that the person in the video and audio recordings was the Landlord's tenant and the video showed the rental unit. The Landlord testified that this person was however actually their upstairs tenant who rented a room upstairs, and not a tenant that lived in the downstairs of the rental unit.
17. The Landlord testified that this upstairs tenant had discussed moving downstairs, but the Landlord had let them know that the basement would not be available for rent until August or September as they were aware they were supposed to occupy it for a period of one year.

18. The Landlord testified that in July, 2023 the Landlord was out of the country for the entire month due to the death of her mother and this upstairs tenant must have taken it upon herself to advertise and show the rental unit, which the Landlord left unlocked. While the Landlord testified this to be July, 2023, I assume by the context of the testimony that the Landlord intended to refer to July, 2024.
19. I do not find this story to be credible. The video evidence shows a rental unit that appears to be occupied in two bedrooms for residential use. The audio provided discusses that the party who had been renting had been occupying the rental unit with her sister and cousin for a little under a year. This is also confirmed in the text messages with this party, who the Landlord has acknowledged was her tenant. There was no sign in the video of a make-up studio. No explanation was provided for why this party would completely fabricate having lived in the rental unit with her sister and her cousin for a year.
20. I note that the Landlord's Witness, who is the spouse of the Landlord, testified that only himself, the Landlord and his children lived upstairs at the time the N12 notice of termination was served. The Landlord's Legal Representative even followed up to clarify whether there was anyone else living upstairs with them at that time and the Landlord's Witness confirmed that no one else lived there during the period the N12 notice of termination was served. The Landlord's Witness later changed his testimony to state that the people in the video instead lived upstairs.
21. I note that the Landlord's Witness testified that the party in question moved into the rental unit upstairs in September, 2023, but the Landlord testified she required more space for her makeup studio as all bedrooms upstairs were taken up, including by the tenant party in question. This is contradictory, as according to the Landlord's Witness no tenant would have been living upstairs at the time the N12 notice of termination was served in June, 2023.
22. Given this shifting and contradictory testimony, and that the Landlord's Witness is aligned in interest with the Landlord as their spouse, I also do not find the Landlord's Witness' testimony to be credible, or that it adds any weight to that of the Landlord's. I note that the Landlord's Witness also provided no explanation as to why their tenant on several occasions stated they had been living in the rental unit and had been doing so for one year with members of their family.
23. I find the best evidence of the truth of the situation is the advertisements for rent, text message conversations, video and audio evidence, all of which are consistent that another party rented the rental unit in August, 2023, shortly after the Tenant vacated and remained in it throughout the following year. These communications all come from a neutral third party who has no stake in this matter and no reason to lie. I find this to be much more reliable evidence than that of the Landlord, who is self-interested in avoiding liability, and presented a rather implausible story to try and explain away this objective evidence.
24. I find on this basis that the Landlord rented the rental unit within a period of one year of the Tenant vacating the rental unit. I note that this finding triggers a presumption under section 57(5) of the Act that the Landlord served the N12 notice of termination in bad faith. Given my findings on credibility noted above and my findings that the rental unit was rented shortly after the Tenant vacated, I further find that the Landlord did not rebut this presumption and that therefore the N12 notice of termination was served in bad faith.

25. I further find on the basis of the above that no person referred to in section 48(1) of the Act occupied the rental unit within a reasonable period.
26. The Tenant has therefore proven all elements of their application. The Tenant incurred costs of \$48.00 to file the application, and is entitled to reimbursement for those costs.

Remedies

Rent Abatement

27. The Tenant claimed a rent abatement, but I find that the evidence presented did not establish that the reasonable enjoyment of the rental unit was materially affected by the service of the N12 notice of termination, but rather other issues in the tenancy, and so no rent abatement is appropriate pursuant to this application.

Moving Expenses

28. The Tenant testified that they incurred the following out-of-pocket moving expenses and presented receipts to corroborate the same:
- a. Food purchased for friends to assist her with packing and moving on July 27, 28, and 30, 2023. These amounts totalled \$156.23.
 - b. \$23.00 for gas.
 - c. \$121.39 for a U-Haul rental.
29. I find that these expenses are reasonable out-of-pocket moving expenses the Tenant incurred and I award the Tenant \$300.62 for these expenses.

General Compensation

30. The Tenant requested \$18,000.00 in general compensation. The Tenant testified that due to the short period of time prior to moving out of the rental unit, and feeling pressure to do so, the process was very stressful and the Tenant was required to take several days off of work. The Tenant was also required to downsize as they were forced to rent a single room, and sold personal belongings to accommodate that downsizing.
31. The Landlord submits that the Tenant could have waited for a hearing, and therefore did not have to move in a rush, and that this move did not have a profound impact on the Tenant's life.
32. While the Tenant has asked for significantly higher compensation, I find that general compensation in the amount of \$2000.00 is more appropriate in these circumstances. General compensation is meant to account for the impact of having to move when they otherwise would not have on the Tenant, whether the impact includes an actual monetary loss or not. I am satisfied that there was some impact on the Tenant's life, including the

need to get rid of some property in order to downsize her accommodations, and that she now living in a single room, shared accommodation setting. I find that an award of general compensation is appropriate to account for that, but that \$2,000.00 and not the much larger amount requested is more in line with the impact the Tenant presented in her testimony.

Administrative Fine

33. The Tenant requests that the Landlord be ordered to pay an administrative fine. Pursuant to the Board's non-binding Interpretation Guideline 16:

"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."

34. The Landlord served an N12 notice of termination to gain possession of the rental unit. The Landlord then proceeded to rent out the rental unit almost immediately after the Tenant vacated. It appears the Landlord was motivated by profit in doing so, as I find the Tenant credible in her testimony that the Landlord requested above guideline rent increases from the Tenant in the year prior to serving the N12 notice of termination.
35. The Landlord shows no contrition for having served this notice in bad faith. Instead, they attended the hearing and testified to an entirely implausible story clearly contradicted by several pieces of more reliable evidence, all in an effort to escape liability.
36. I find an administrative fine appropriate in this case as in my view the other remedies ordered do not provide sufficient deterrence to the Landlord, where it is apparent that the Landlord was driven to violate the Act by serving a notice of termination in bad faith to maximize their profits.
37. This behaviour is egregious, blatantly in disregard of the Act, and a strong message of deterrence is required to encourage compliance from the Landlord in the future. A sufficient sum must be ordered to make clear that serving such notices in bad faith will not serve as an expeditious means of maximizing profits. I find it appropriate in these circumstances to order an administrative fine of \$10,000.00. In my view, this sum, along with the other remedies ordered, provides sufficient deterrence to the Landlord, but a lesser sum would not.

It is ordered that:

1. The Tenant's T2 and T6 applications are dismissed as withdrawn.
2. The total amount the Landlord shall pay the Tenant is \$2,348.62. This amount represents:
 - \$300.62 in moving expenses

- \$2,000.00 for general compensation.
 - \$48.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by June 1, 2026.
 4. If the Landlord does not pay the Tenant the full amount owing by June 1, 2026, the Landlord will owe interest. This will be simple interest calculated from June 2, 2026 at 4.00% annually on the balance outstanding.
 5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
 6. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$10,000.00 by June 1, 2026.

May 21, 2026
Date Issued

Benjamin Seigel
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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.