



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

File Number: LTB-T-077414-25-HR

In the matter of: 507 - 2470 Eglinton Avenue West
York, ON M6M5E7

Between: Arif Rasid Ahmed Patel Tenant

and

Mohteshim Shaikh Landlord

HEARING ORDER

Arif Rasid Ahmed Patel (the 'Tenant') applied in a T5 application seeking an order determining that Mohteshim Shaikh (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 29, 2026. Only the Tenant and his legal representative Regan Stansfield (paralegal) attended the hearing.

As of 10:13am (the hearing was scheduled to start at 9am), 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:

Preliminary Issue – Service on Landlord Verified

1. Since tenant applications rely entirely on the applicant to provide adequate contact information for the respondent, I sought clarification and proof from the Tenant how the Landlord's contact information had been obtained for the application.
2. The Tenant advised he has known the Landlord over 20 years since elementary school. They are part of the same community and have the same circle of acquaintances and friends. As a result, the Tenant knows where the Landlord currently lives.
3. I note that the Landlord indicated in the Tribunals Ontario Portal (TOP) for this file, that they consented to emails from the LTB using the Landlord's "hotmail" email address. I am

satisfied from the LTB's records that the notice of hearing package and T5 application were emailed to the Landlord by LTB staff on January 13, 2026.

4. In addition to the LTB's service of the notice of hearing by email upon the Landlord, the Tenant advised he had also served the Landlord independently. I am satisfied from the Tenant's testimony and the certificate of service signed April 22, 2026, that the Tenant served the Landlord with the hearing documents by leaving them in the Landlord's mailbox. The Tenant then emailed the Landlord the same day attaching a photo of the documents left in the Landlord's mailbox.
5. I was satisfied that the Landlord received proper notice of the hearing, so the hearing proceeded with only the Tenant's testimony.

Preliminary Issue – Rental Unit Address Amended to Include Unit #

6. The Tenant verified that the rental unit is unit 507. The Tenant advised it was inadvertently missed in the application. I added the unit number to the address for the application as it was not prejudicial to any party.

Preliminary Issue – Application Filed Within Limitation

7. The Tenant filed this application on the one year anniversary of vacating. When counting time, Rule 1.13 states that days are counted by excluding the first day and including the last day. Therefore, the claim was filed within the 1 year limitation imposed by section 57(2) of the *Residential Tenancies Act, 2006* (the 'Act').

Legal Test for T5 Application – Bad Faith Proven

8. The Tenant brought this application pursuant to section 57(1)(a) of the Act which states:

57 (1) The Board may make an order described in subsection (3) if, on application by a former tenant of a residential unit, the Board determines that: (a) the landlord gave a notice of termination under section 48 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and no person referred to in clause 48(1)(a), (b), (c), or (d) occupied the rental unit within a reasonable time after the former tenant vacated the rental unit;

9. For the Tenant to succeed in a bad faith application, they must lead sufficient evidence to prove on a balance of probabilities that it is more likely than not that:
 - (a) the Tenant received a notice of termination from the Landlord under section 48 of the Act;
 - (b) the Tenant moved out of the rental unit as a result of the Landlord's notice;
 - (c) the notice was given in bad faith meaning the Landlord had no intention of having his son move into the rental unit; and
 - (d) the Landlord's son did not in fact move into the rental unit within a reasonable time after the Tenant vacated.

10. Based on the Tenant's uncontested testimony and disclosure served, I am satisfied that the Tenant proved all the elements of the bad faith legal test.
11. The Tenant testified that the Landlord first came to the rental unit on July 31, 2024 and verbally asked the Tenant to vacate. The Tenant told the Landlord a proper N12 form was supposed to be used. A few days later on August 4, 2024 the Landlord sent through Whatsapp to the Tenant a N12 form. The Tenant was unable to retrieve the Whatsapp message due to the passage of time but testified he saw the N12 as an attachment. He disclosed a screenshot of relevant parts of the conversation.
12. The Tenant testified that at first the Landlord had asked on his initial visit for the Tenant to vacate by August 31, 2024 because the Landlord advised his son needed the rental unit immediately. At that time the Tenant did not really know his full legal rights, so he told the Landlord he would try his best to move out for September 1, 2024, but it was a very busy and hectic time for his family since his sister was getting married on September 8, 2024. The Tenant therefore asked the Landlord if the vacate date could be pushed back to September 15, 2024.
13. The Tenant testified he moved out of the rental unit by September 4, 2024 but the last of his belongings were removed from the parking garage on September 15, 2025. The Tenant recalled the Landlord called his parents and harassed them demanding the key.
14. The Tenant testified that around December, 2024 while he was at a spiritual retreat, he was speaking to an acquaintance who lived in the same building and was a family friend of the Landlord. That person advised the Tenant that the Landlord's son had not moved into the rental unit, but the rental unit had instead been re-rented out.
15. The Tenant searched for any listings around January 2025. He found a listing on House Sigma stating the rental unit had been listed on August 27, 2024 (even before he vacated). A new rental lease had been signed for September 13, 2024 (even before the Tenant's belongings were fully out of the parking garage) at an increased rent of \$2,950.00 (the Tenant's rent was \$2,105.25).
16. The Tenant testified that after finding the rental listing, the situation made more sense to him. It accounted for why the Landlord had put such extreme pressure on the Tenant demanding to move out by August 31, 2024, made harassing calls to his parents, and the sense of urgency in the Landlord's dealings with the Tenant.
17. The Tenant submitted that it was never the Landlord's plan to have his son move in. Instead, the Landlord had deceived the Tenant into leaving quickly, when it was evident the place had already been re-rented (even before the Tenant fully vacated) for a higher amount of over \$800 per month.
18. I am satisfied from the above testimony of the Tenant, corroborated by various disclosed documents (such as screenshots of their conversations, and listing 1 and 2 from condos.ca and housesigma.com) that the Tenant proved a bad faith eviction.
19. Even though the initial communication was not on a N12 form, I am satisfied from the Tenant's WhatsApp screenshots that the Landlord served a N12 notice through social media. I accept the Tenant's explanation that the actual attachment was not retrievable by

the time he decided to file the application. The Tenant waited until the 1 year limitation nearly expired because of the parties had been friends.

20. The Tenant testified, and I accept as unchallenged, that he would never have moved out but for the N12 notice and the insistence by the Landlord that his son was coming to move in very soon.
21. I accept as unchallenged, that the Landlord listed (even before the Tenant vacated) the rental unit to re-rent it at a higher rental amount. Section 57(5) imposes a presumption of bad faith for notices of termination given under s.48, unless the contrary is proven. Since the Tenant provided the listings, and since the Landlord did not attend to prove the contrary, bad faith is proven.
22. Since the Tenant proved the bad faith allegations on a balance of probabilities, the application is granted.

Remedies

23. The Tenant claimed \$1,200.00 for expenses related to moving and storage. He testified that \$1,035.36 represents invoices for a storage unit he had to rent for his belongings for September, October, November, and December, 2024. The rest of the \$1,200.00 was for moving truck and helpers (the truck was from a friend, paid in cash).
24. The tenant disclosed ledgers of the storage costs. Even though the ledgers were illegible, I am satisfied that the amount claimed in total for storage and moving (\$1,200.00) is reasonable in the circumstances, based on my knowledge of similar like cases. The Tenant was forced to move out very suddenly because the Landlord did not provide adequate notice time (minimum 60 days was what was statutorily required by the Act). His parents' house where he moved to, did not have space for all his things. The Tenant shall be awarded \$1,200.00 to reimburse for the storage and moving expenses.
25. The Tenant also claimed general compensation and damages of \$27,316.25. The Tenant advised he calculated this by adding up 12 months of his monthly rent he had been paying during the tenancy (\$2,105.25), plus 1 more month for the 1 month compensation the Landlord was supposed to pay by the N12 termination date.
26. The Tenant submitted it was a challenging time. Everything was very stressful and rushed, especially because his sister was getting married at the same time so his family was very busy. The Landlord even called and repeatedly harassed his parents to try to get the Tenant to move out faster, all the while the Landlord had already re-rented the unit to a new tenant.
27. Since there was no rent differential to claim, the Tenant sought general compensation because of the pain, stress, and suffering he had endured at the Landlord's schemes.
28. Based on the Tenant's submissions, I am satisfied that the Tenant experienced a certain amount of 'pain and suffering' caused by the Landlord's urgent and high pressure tactics, while acting in bad faith to deliver a N12 Notice when the Landlord's true intentions were to re-list the rental for over \$800 higher rent per month.

29. While I am satisfied the Tenant suffered unnecessary stress, hardship, and inconvenience due to the forced and sudden relocation to his parents' home, the overall impact of the hardship lacked particulars. The Tenant did not produce any documentation to support his claim of hardship.
30. I am not saying specific documents are always required to award general compensation, but in other cases tenants may disclose evidence such as prescription medications increasing in dose for anxiety, counselling or other therapy charges incurred to deal with the stress of the bad faith eviction, cutting down on work hours or taking more sick or vacation days due to dealing with the bad faith eviction, etc.
31. In this case, the Tenant testified verbally about some general inconvenience, stress, and harassment to his parents and family members, but there was nothing specific which was documented.
32. I am mindful that the Tenant was forced to leave an otherwise satisfactory tenancy that he had planned on living at for the foreseeable future. The Tenant has been put to significant inconvenience and lost trust in the Landlord who had been a longtime acquaintance since elementary school. However, the Tenant was lucky enough to have family to move in with, albeit during a busy time with his sibling's wedding. The Tenant did not have to pay any higher rent differential upon moving. In my view and based on my knowledge of similar like cases, the Tenant shall be awarded general compensation in the amount of \$10,000.00. This amount acknowledges the stress he went through, but there was no documentation, witnesses, or other corroborating evidence to justify a full year's worth of rent as requested in the application.
33. The claim for Landlord's failure to pay compensation is actually part of another application (T1). Since that was not the substance of this T5 application, I did not award it; however, the general compensation award of \$10,000.00 is meant to compensate the Tenant overall for the stress and imposition of moving out quickly through no fault of his own (without proper 60 day notice of 1 month compensation), in what was proven a bad faith situation.
34. The Tenant incurred costs of \$48.00 for filing the application and is entitled to reimbursement of this cost.

It is ordered that:

35. The total amount the Landlord shall pay the Tenant is \$11,248.00. This amount represents:
 - \$1,200.00 for storage and moving costs;
 - \$10,000.00 for general compensation; and
 - \$48.00 for the cost of filing the application.
36. The Landlord shall pay the Tenant the full amount owing of \$11,248.00 by May 30, 2026 (standard 11 days from the issuance date of this Order).
37. 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.

38. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this Order.

May 19, 2026
Date Issued

Michelle Tan
Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.