



Order under Section 57 Residential Tenancies Act, 2006

Citation: Waring v Batra, 2026 ONLTB 39980

Date: 2026-05-26

File Number: LTB-T-023483-26

In the matter of: 29 Watercliff Place
Stoney Creek, ON L8E6E5

Between: Alexandra Waring Tenants
Sean Short

And

Lalitkumar Batra Landlords
Sonal Batra

Alexandra Waring and Sean Short (the 'Tenants') applied for an order determining that Lalitkumar Batra and Sonal Batra (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on April 29, 2026.

The Tenants, the Landlord's Legal Representative, Jayant Unny and the first-named Landlord attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants \$7,048.00 for general compensation and the application fee.
2. The residential unit is a 4-bedroom, 2.5 bath, single family dwelling. The Tenants commenced their tenancy on January 1, 2023 and vacated the rental unit on March 31, 2025.
3. This application alleges that the Landlord served the N12 notice of termination in bad faith.

Tenant's Evidence, Alexandra Waring (AW)

4. AW testified that she and her family relocated to another, smaller family home which was within a couple of blocks from the rental unit. She had opportunities to drive by the rental house which she stated was vacant and flyers remained on the porch for several weeks at a time. She provided a number of pictures of the front of the rental house with flyers from

the middle of June of 2025 through March of 2026, pictures of the overgrown backyard and pictures that depicted that no snow was being cleared at the property. These dated pictures were found in the Tenants' exhibit package.

5. AW stated that after they received the Notice of Hearing from the Board on March 20, 2026, they noted on March 21, 2026 that the Landlord had arranged to rectify the overgrown backyard and other outstanding maintenance at the house. The Tenant stated that there was a lady working at the house who stated that she was hired by the Landlord to clean up the yard and that this person told the Tenants that it would be up for rent soon.
6. AW also stated that the Landlord's neighbours regularly parked their vehicles in the Landlord's driveway and that this continued from April of 2025 to today.
7. The Tenant stated that she felt that the Landlord served the N12 notice of termination in retaliation to their request for a rent abatement. She explained that the Landlord continued to store a large amount of furniture in the rental house during their tenancy and that they had requested a rent abatement for these reasons. AW provided me with correspondence between the parties dated January 9, 2025 to January 28, 2025 that dealt with this apparent issue. She stated that the Landlord refused to provide an abatement of rent and that on January 28, 2025, she received the N12 notice of termination stating that the Landlords were going to move into the rental house.
8. AW further brought my attention to the Landlord's Book of Evidence on page 18 which provided a copy of an Alectra statement dated February 5, 2026 which includes hydro and water usage for the rental house. AW stated that it is obvious that the Landlords have not been residing in the rental unit from April of 2025 through February of 2026 because this bill shows zero water usage for this time period. The daily water usage chart showed that water was last used in March of 2025 which was the last month that the Tenants were still residing in the unit.
9. Based on the above allegations, the Tenant believes that the Landlord served this N12 notice in bad faith and he and his family have not been residing in the house since April of 2025. She further stated that the Landlord lives in Florida and travels regularly as a real estate agent.
20. The Tenant is seeking compensation of \$40,584.60 which is 12 months of their previous monthly rent of \$3,382.05 for the emotional distress, the serious disruption to their lives and the inconvenience caused by the Landlord serving this notice in bad faith. She stated this move was very difficult on her family, including her granddaughter who resides with the Tenants on a full-time basis.
10. AW stated that her granddaughter suffers from a disability and that this move caused much emotional instability and stress to her and to the whole family.

Landlord's Evidence, Lalitkumar Batra (LB)

11. LB stated that his wife and his parents have been residing in the rental unit since April of 2025. He stated that he is currently in India and travelled there in February of 2026. He stated that he always stays in India for the winter.
12. The Landlord stated that his wife, who is also a realtor, resides in this house as her principal residence. He stated that he has been employed as an independent realtor for Home Life since 2020 and that his job requires frequent travel which is why he rents a home in Florida where he resides 40% of the time. He stated that he also works remotely as a project manager for the United States and Canada.
13. LB provided a number of utility bills for the rental house which referenced the time period after the Tenants vacated the residential unit. He also provided an expired driver's licence for himself and explained that he has not had an opportunity to update the licence as he has been in India since February of 2026. His driver's licence expired on February 8, 2026.
14. The Landlord also provided an expired driver's licence for his wife and her licence expired on January 16, 2022. He further provided his most recent notices of assessment which confirmed his home address as the residential unit.
15. In cross-examination, the Landlord was asked to explain why the Alectra bill dated February 5, 2026 showed that no water was used in the rental unit from April of 2025 to February of 2026. LB stated that he and his family do not drink tap water and only drink filtered water. Further, he stated that there must be something wrong with the water metre if it shows no water usage.

Analysis

16. 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:
 - The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act;
 - The Tenant vacated the rental unit as a result of the N12 notice of termination;
 - No person referred to in subsection 48(1) 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.
17. There is no question that the first and second of these criteria have been met as the Landlord served an N12 notice on the Tenants and the Tenants vacated the rental unit as a result of the N12 notice of termination.
18. Although the Landlord testified that his wife and his parents have been residing in the rental unit since April of 2025, he did not call them as witnesses. I draw a negative

inference based on the Landlord's failure to call his wife and parents. Further, the Landlord provided utility bills for the rental unit and expired driver's licences as proof that he and his wife reside at 29 Watercliff Place. One of those Alectra bills dated February 5, 2026 clearly showed that the rental house used no water from April of 2025 through February of 2026. The Landlord's response that he and his family only drink filtered water and that the water metre must not be working properly were not reasonable or plausible answers. If the Landlord's wife and parents were residing in the rental unit during that time period, they would have used water for showers, flushing the toilet, washing dishes and many other regular, daily tasks that require water.

19. Further, the Landlord's evidence provided multiple Alectra invoices with the same water metre number where that device was calculating proper water usage during the period that the Tenants were residing in the rental unit. Based on the above, I am satisfied that the water metre was functioning properly and that water was not used during that period of time because the Landlords were not residing in the rental unit. Therefore, the Landlords did not occupy the rental unit within a reasonable time after the Tenants vacated and that the rental unit is currently not being occupied.
20. For the first test of "bad faith" under subsection 57(5) of the Act it is presumed, unless the contrary is proven on a balance of probabilities, that the Landlord gave a "bad faith" notice, if at any time during the period from the date of the notice to one year after the Tenants vacated the unit, that the Landlord:
 1. advertises the rental unit for rent;
 2. enters into a tenancy agreement in respect of the rental unit with someone other than the former tenant;
 3. advertises the rental unit, or the building that contains the rental unit, for sale;
 4. demolishes the rental unit or the building containing the rental unit; or
 5. takes any step to convert the rental unit, or the building containing the rental unit, to use for a purpose other than residential premises.
21. As the rental house remains vacant, subsection 57(5) does not apply.
22. In Elkins v. Van Wissen, 2023 ONCA 789, the Court of Appeal found that in light of the tenant protection focus of the Act, the LTB must consider all the evidence before it that is relevant to the landlord's bad faith. It found that a decision maker must consider the party's conduct prior to, at the time of, and subsequent to the giving of the N12.
23. After the Tenants vacated the rental unit, the Landlord made no efforts to move into the rental unit and appeared to be content with having the unit unoccupied. After the Landlord received the Notice of Hearing which was sent out on March 20, 2026, the Landlord arranged for the overgrown backyard to be cleaned up and other outdoor maintenance to be completed. The Tenants provided a picture dated March 21, 2026 which showed several filled leaf bags in front of the house and the Tenants met the person that day who was hired to complete that maintenance work. This appeared to be an effort by the Landlord to demonstrate that the house was occupied.

24. When I reviewed the Landlord's conduct prior to issuing the N12, at the time of and subsequent to the giving of the N12, I find the Landlord's actions directly contradicted the reasoning for the N12 and his actions after the fact are contrary to his stated intentions.
25. As per Fava, I am able to draw inferences about the Landlord's good faith from the Landlord's conduct and motives. The Landlord's testimony was self-serving and he did not provide his evidence in an open and honest manner.
26. An example of this behaviour occurred when the Landlord relied on his own Alectra bills to confirm that he was occupying the rental unit on a full-time basis. The invoice from Alectra dated February 5, 2026 confirmed that the Landlord was not residing in the rental unit when the bill showed that no water usage occurred from April of 2025 to February of 2026.. In his testimony, the Landlord was attempting to convince me that he, his wife and his parents resided in the rental unit full time, however his own evidence proved the opposite. Further, his testimony included that he spends 40% of his time in Florida, he spends the winters in India and he travels extensively due to his employment. The Landlord's evidence made me question how many houses the Landlord might have rather than proving his residence at the rental unit.
27. As such, I find that the Landlord served the N12 notice of termination in bad faith. A landlord's good faith is required along the whole continuum of the process and as mentioned earlier, I believe the Landlord's actions were self-serving and contrary to the Act.
28. Having made this finding, I find that the Tenants are successful with their T5 application.

Remedies

29. The Tenant requested compensation of \$40,584.60 for the emotional distress, the serious disruption to their lives and the inconvenience caused by the Landlord serving this notice in bad faith.
30. The Tenant spoke about how this move caused her family much stress and that it seriously affected her granddaughter who has a disability. The Tenant did not provide any medical documentation or any school information to support any aggravation of her granddaughter's condition. Without any corroborating information, a substantial amount of compensation is not warranted.
31. The Tenant also spoke about her struggle to find another accommodation within the same school district to allow her granddaughter to attend the same school. She also set out how difficult it was to find a rental unit that she could afford.
32. Although I was not satisfied that the Tenant's claims for \$40,584.60 were borne out of the evidence, I am satisfied based on the credible testimony of the Tenant that the termination notice caused them emotional distress, serious disruption and a great inconvenience by the Landlord's bad faith notice. As such, I assess this claim at \$7,000.00 and shall order same.

33. The Tenant was successful with her application and is entitled to the application fee.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$7,048.00. This amount represents:
 - \$7,000.00 for general compensation and
 - \$48.00 for the application fee.
2. The Landlord shall pay the Tenants the full amount owing by June 6, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 6, 2026, the Landlord will owe interest. This will be simple interest calculated from June 7, 2026 at 4.00% annually on the balance outstanding.

May 26, 2026
Date Issued

Carrie Bertrand
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.