



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Henderson v Habib, 2026 ONLTB 40399

Date: 2026-05-25

File Number: LTB-T-002560-25-RV

In the matter of: Upper/Main, 388 Aberdeen Avenue
Peterborough Ontario N9H4X6

Between: Symon Henderson Tenant

And

Murtaza Habib Landlord
Shaila Arman

Review Order

Symon Henderson (the 'Tenant') applied for an order determining that Murtaza Habib and Shaila Arman (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-002560-25 issued on September 26, 2025. The matter was dismissed as abandoned because the Tenant didn't attend the hearing..

On October 24, 2025, the Tenant requested a review of the order on the ground that they were not reasonably able to participate in the hearing on July 17, 2025.

On October 27, 2025 interim order LTB-T-002560-25-RV-IN was issued, directing the request to review to a hearing. The request to review was heard by videoconference on February 5, 2026. The review was granted and the matter was adjourned for a re-hearing of the T5 application.

The re-hearing of this application was heard by videoconference on May 20, 2026.

The Landlord and the Tenant attended the hearing. Lisa Burkitt was agent for the Tenant.

T5 De Novo Hearing Determinations:

1. Prior to the Hearing I raised the issue of whether Pat Cassidy was properly named in the application. The Tenant agreed that Pat Cassidy was not a Landlord owner, was not a person who was to occupy the rental unit and therefore is not a property party in a T5 application. He was removed as a party to the application for that reason.
2. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant the amount ordered below.

3. 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:
 1. The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act;
 2. The Tenant vacated the rental unit as a result of the N12 notice of termination;
 3. No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
 4. The Landlord served the N12 notice of termination in bad faith.
4. The Tenant proved all four parts of the test above. It is not disputed that the Landlord gave the Tenant an N12 notice of termination ('N12 Notice') through their property manager. The N12 Notice claimed the Landlord was to move into the rental unit for residential purposes. The parties agree that the Tenant vacated the rental unit on December 31, 2026 as a result of receiving the N12 Notice.
5. The Landlord, Ms. Arman, testified that they wanted to evict the Tenant because the City had given them a compliance order and they needed to do renovations. They gave that information to their property manager and asked him to terminate the tenancy. He chose an N12 and the Landlord paid one month's compensation to the Tenant. The Landlords acknowledge they had no real intention of moving into the rental unit. They have a house in Ajax. They did not even know which notice of termination was given to the Tenant. They only wanted to do the renovations that were required of them.
6. Ms. Arman testified her sister-in law moved into the rental unit for 3 months. She managed the property, the renovations, and moved various people in and out – perhaps 5 people. The Landlord does not know who rented the various units, or if they were students as the Tenant understood them to be, because she was not involved. Her sister-in-law took care of that. Ms. Arman testified that the renovations continued until the summer of 2025. The Property was later sold.
7. Simply on the basis that the Landlord acknowledges no genuine intention to move in, and in fact moved someone else in instead is sufficient to prove bad faith.
8. The Landlord pleaded their eviction was not in bad faith because they had no choice due to the City's maintenance complaints, and that their property manager was responsible.
9. In *Salter v. Beljinnac*, 2001 CanLii 40231 (ON SCDC), the Divisional Court determined that a Landlord satisfies the "good faith" requirement to terminate a tenancy where the person identified in the notice of termination genuinely intends to occupy the rental unit for residential purposes. The Divisional Court also stated:

"While it is relevant to the good faith of the landlord's stated intention to determine the likelihood that the intended family member will move into the unit, the Tribunal stops short of entering into an analysis of the landlord's various options".

10. However, the fact that the Landlord entered into tenancy agreements with respect of the rental unit with someone other than the former tenant raises the presumption of bad faith under section 58(5) of the *Residential Tenancies Act*, 2006 (the 'Act') unless the contrary is proven.
11. Not only did the Landlord never intend to move, other people, include other tenants occupied the rental unit. There was no genuine intention to move in at any time. The Landlords appear completely unaware of their obligations under the Residential Tenancies Act, 2006 (the 'Act') and made no effort to inform themselves of those obligations even in the face of this T5 application.
12. While it is unfortunate that the Landlord was required to do renovations by the City, that is no justification for serving an N12. However, maintenance is an obligation that comes with the position of landlord and owner. The Landlords could have informed themselves of their rights and obligations. The Landlords could have served an N13 and given the Tenant a right of first refusal to return to the rental unit. They also could have completed renovations of the rental unit while the Tenant lived there. It appears vacant possession was unnecessary, which I conclude because there is ample evidence before me from both parties, that people continued to live in the rental unit from January 1, 2024 onwards.
13. Moreover, ignorance of the actions of one's agent is no justification. The Landlord bears the entire obligation, responsibility and liability in this case. They also bear all the risk if they choose not to inform themselves. They are in every case responsible for the actions of their agent, taken in their name. In this case, those actions resulted in the loss of the Tenant's home.
14. I find therefore that the N12 Notice was served in bad faith.

Remedies

15. The Tenant withdrew their request for a rent abatement.

Rent Differential

16. The Tenant claims a rent differential of \$550.00 for 10 months. The final 12 months were spent living with family at no significant cost. The rent was \$750.00 at the rental unit. The Tenant's new rent at his new accommodation was \$1,300.00, where he lived for 10 months from January 1, 2024 to October 31, 2024. He moved from a 3 bedroom main floor to a 1 bedroom apartment. Therefore, I find that the Landlord must pay the Tenant **\$5,500.00** for the increased rent that the Tenant has incurred or will incur for a 10 month period after the Tenant moved out of the rental unit.

Out of Pocket

17. The Tenant claimed out-of-pocket expenses of gas required to move the Tenant with his mother's vehicle and trailer in the amount of \$50.00. Despite the lack of receipts I find this to be a reasonable expense. Therefore, I find that the Landlord must pay the Tenant **\$50.00** for the reasonable out-of-pocket moving, storage and other like expenses that the Tenant has incurred or will incur as a result of having to move out of the rental unit.

General Compensation

18. The Tenant claims general compensation of \$2,250.00 for 'lying', and \$650.00 for internet expenses. I find the Tenant is not entitled to this amount but is entitled to a smaller amount. General compensation is normally awarded for pain and suffering, where there is evidence of impact and the other remedies are insufficient to account for the psychological impact on the Tenant.
19. However, the Tenant testified to little impact from the Landlord lying to him by serving the N12, he testified only that it was difficult to find another place to live. The Property Manager PC assisted him to find a location and he moved a month earlier than he was required, which means a new place was found quickly. I accept however that it would not have been easy to find a 3 bedroom main floor apartment in a house for \$750.00. For that I can reasonably conclude that the Landlord lying to obtain an eviction shall be compensated. Therefore, I find that the Landlord must pay the Tenant **\$1,000.00** for general compensation.
20. The Tenant's claim for internet expenses at the new rental unit which are optional amenities is denied.

Fine

21. The Tenant claimed the Landlord should pay a fine in the amount of \$10,000.00. The Tenants also requested the Board order the Landlord pay an administrative fine for breach of the Act.
22. The Board's Interpretation Guideline 16 states that an administrative fine is a remedy to be used to encourage compliance with the Act 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 Act and other remedies will not provide adequate deterrence and compliance*".
23. The Tenant testified there was no extraordinary behaviour by the Landlord to warrant a fine. The Landlord's actions were by ignorance, not intentional malfeasance. In the present case, as the Tenants have been awarded a substantial monetary remedy, I find that this provides a sufficient deterrent. The request for an order for an administrative fine is denied.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$6,591.00. This amount represents:
 1. \$5,500.00 for increased rent the Tenant has incurred for the 10 month period from January 1, 2024 to October 31, 2024.
 2. \$50.00 for the reasonable moving, storage and other like expenses that the Tenant has incurred as a result of having to move out of the rental unit.
 3. \$1,000.00 for general compensation.

4. \$58.00 for the cost of filing the T5 application.
2. The Landlord shall pay the Tenant the full amount owing by June 4, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 4, 2026, the Landlord will owe interest. This will be simple interest calculated from June 5, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has/have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 25, 2026
Date Issued

Julie Broderick
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.