



## **Order under Section 57 Residential Tenancies Act, 2006**

**Citation:** Daley-Guillen v van Vugt, 2026 ONLTB 41573

**Date:** 2026-05-29

**File Number:** LTB-T-036869-25

**In the matter of:** 2, 201 Ranee Ave.  
Toronto ON M6A1N3

**Between:** Chantle Daley-Guillen Tenant

**And**

Nicholas van Vugt Landlord

Chantle Daley-Guillen (the 'Tenant') applied for an order determining that Nicholas van Vugt (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on May 12, 2026.

Only the Tenant attended the hearing.

As of 9:17 am, 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:**

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay \$20,112.96 to the Tenant.
2. 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.

3. The Tenant testified that she moved into the unit May 2021 and on April 1, 2024, she received an email from the Landlord stating he was going to have to sell the unit due to financial issues.
4. The Tenant testified that the Landlord started showing the unit and then asked her to sign an N1, which she refused. A copy of the N11 was submitted as evidence.
5. The Tenant testified that after refusing to sign the N11, the Landlord served her with an N12 notice for personal use with a termination date of July 2, 2024. A copy of the N12 notice was submitted as evidence.
6. The Tenant testified that the Landlord did not move into the unit, instead he continued to list the house for sale. A copy of the listing history was submitted into evidence showing the house being listed on April 17, 2024, January 28, 2025, and the final listing on May 6, 2025 which resulted in the house being sold in August 2025.
7. The Tenant testified that she believes the Landlord served the N12 to sell the house for more money.
8. The Tenant testified that she is a single mom, working full-time and the move resulted in her having to pay increased rent of \$2,072.08 per month plus hydro, which caused financial strain and caused her to become ill and having to take off weeks from work.

## Analysis

9. Based on the uncontested evidence I find the following:

- The Tenant received a notice of termination under section 48 of the Act.
- The Tenant moved out of the rental unit because of the Landlord's N12 notice.
- The Landlord did not move into the rental unit within a reasonable time after the Tenant vacated the unit.

10. Section 57(5) of the Act states:

For the purposes of an application under clause (1)(a), it is presumed, unless the contrary is proven on a balance of probabilities, that a landlord gave a notice of termination under section 48 in bad faith, if at any time during the period described in subsection (6) the landlord,

- (a) advertises the rental unit for rent;
- (b) enters into a tenancy agreement in respect of the rental unit with someone other than the former tenant;
- (c) advertises the rental unit, or the building that contains the rental unit, for sale;
- (d) demolishes the rental unit or the building containing the rental unit; or

(e) takes any step to convert the rental unit, or the building containing the rental unit, to use for a purpose other than residential premises.

11. Based on the uncontested evidence I find that the Landlord listed the home for sale and had no intention of moving into the unit for personal use.
12. Therefore, given all of the above, I find that Tenant has established all of the elements of the legal test under section 57(1)(a).

## **Remedies**

13. The Tenant in her application requests the following remedies:

- Rent differential totaling \$8,064.96
- General compensation totaling \$12,000.00; and
- An administrative fine

## **Rent Differential**

14. The Tenant's rent increased from \$1,400.00 per month to \$2,072.08 per month, an increase of \$672.08 per month. Therefore, I find the Tenant is entitled to the rent differential of \$8,064.96 (\$672.08 x 12) and the Landlord shall be ordered to pay this amount.

## **General Compensation**

15. I find based on the uncontested evidence that the Tenant suffered financially because of the move and the increase in rent which caused her to become ill, stressed and caused her to miss weeks of work. She also incurred the additional cost of hydro in her new rental unit.
16. As the Tenant testified that she would not have vacated the unit but for the N12 notice, I see no reason not to award her the general compensation in the amount of \$12,000.00.

## **Administrative Fine**

17. The Board's Guideline 16 suggests that the purpose of a fine is to encourage compliance with the Act and to deter landlords from engaging in similar activities in the future. It goes on to say, "this remedy is most appropriate in cases where the landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance."
18. I find that the actions of the Landlords in this case to demonstrate a disregard for the Act. However, I find that the remedies already awarded should provide adequate deterrence from engaging in similar acts.
19. This order contains all of the reasons intended to be given and no further reasons shall issue.

**It is ordered that:**

1. The total amount the Landlord shall pay the Tenant is \$20,112.96. This amount represents:
  - \$8,064.96 for increased rent the Tenant has incurred
  - \$12,000.00 for general compensation.
  - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 9, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 9, 2026, the Landlord will owe interest. This will be simple interest calculated from June 10, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

**May 29, 2026**  
**Date Issued**

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Brenda Mercer  
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.