



Order under Section 57 Residential Tenancies Act, 2006

Citation: Ahmadian v Singh Cheema, 2026 ONLTB 40369

Date: 2026-05-29

File Number: LTB-T-008380-24-RV

In the matter of: 11 CATHEDRAL HIGH ST
MARKHAM ON L6C0N9

Between: Alireza Ahmadian Tenant
Sepideh Khojasteh Toussi

And

Ranjit Singh Cheema Landlord
Palwinder Singh

And

Jasleen Singh Kang Purchaser

Alireza Ahmadian and Sepideh Khojasteh Toussi (the 'Tenant') applied for an order determining that Ranjit Singh Cheema and Palwinder Singh (the 'Landlord') and Jasleen Singh Kang (the 'Purchaser') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-008380-24 issued on June 26, 2025.

On July 25, 2025, the Tenant requested a review of the order. The review request was granted and the matter was directed to a de novo hearing by LTB-T-008380-24-RV-IN2, issued September 4, 2025 pursuant to a review hearing held on August 28, 2025.

The de novo hearing of his matter was heard in parts by videoconference on September 22, 2025, October 27, 2025, and December 16, 2025.

At the end of the hearing of December 16, 2025, the Tenant's Legal Representative requested to conclude the matters by way of written submissions due to illness, and there was no objection to this request. As such, it was granted. The matter was concluded by written submissions made by the parties.

The Landlord, Palwinder Singh ("Mr. Singh"), the Landlord and Purchaser's Legal Representative, Taff Butters, the Purchaser, the Tenant's Legal Representative, Joseph R. Young, and the Tenant attended all hearing dates.

An intended witness for the Landlord, Ramandeep Singh Gill ("Mr. Gill"), attended the December 16, 2025 hearing date.

Given the Landlord and Purchaser were jointly represented, where reference is made throughout this order to the Landlord's submissions, these references refer to submissions made collectively on behalf of both the Landlord and the Purchaser either during the hearing or through written submissions made post-hearing.

In the hearing it was raised that the Tenant was claiming the return of a \$250.00 key deposit that was paid by the Tenant but not returned. After hearing submissions, I determined that there was sufficient notice to the Landlord through the Tenant's application to be aware the Tenant was making a claim for this amount, despite it being brought in a T5 application rather than properly in a T1 application. The Tenant's claim in this regard was therefore permitted to proceed.

On the December 16, 2025 hearing date, the Landlord intended to call Mr. Gill as a witness. Mr. Gill served as the lawyer for Mr. Singh, and Ranjit Singh Cheema ("Mr. Cheema") in the sale transaction related to this matter. Mr. Singh intended to waive solicitor/client privilege to allow Mr. Gill to testify as to the details of the transaction.

However, Mr. Cheema was not present at the hearing and Mr. Singh indicated Mr. Cheema no longer has capacity to provide any instructions or make decisions related to the waiver of privilege due medical issues that have affected his cognitive function. Mr. Cheema has not executed a power of attorney, and no litigation guardian or other person has been appointed on behalf of Mr. Cheema who would have capacity to waive privilege on Mr. Cheema's behalf. Mr. Gill confirmed that he represented both Mr. Singh and Mr. Cheema in a joint retainer, and that while Mr. Gill did not believe Mr. Cheema would have any issues with the waiver of privilege, no conversations had been had with Mr. Cheema in this regard.

Given the above, I find that I am not satisfied it would be appropriate to accept Mr. Singh's waiver of privilege, as that privilege attaches as well to Mr. Cheema, and no waiver has been made on behalf of Mr. Cheema. While the Landlord requested to have Mr. Gill testify to matters that only related to conversations with Mr. Singh, and not Mr. Cheema, or more generally to matters that were not subject to a waiver of privilege, I find that this is inappropriate. The joint retainer attaches privileges to both Mr. Singh and Mr. Cheema as to the relationship between themselves jointly and their solicitor. It can not be partially waived on a unilateral basis. I find further there both would be a limited probative value to Mr. Gill testifying generally on matters not subject to the waiver of privilege in this instance, and that there would be a great risk of the accidental disclosure of subject matter properly subject to solicitor/client privilege in doing so.

On that basis I determined it would be inappropriate for Mr. Gill to testify, and did not permit him to testify on that basis.

I note given my findings below, that the subject matter Mr. Gill intended to testify to would not be relevant to the determinations required to be made to determine the result of this matter in any event.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Purchaser must pay to the Tenant \$27,688.00 on or before June 9, 2026.
2. Subsection 57(1)(b) 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 49 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 49(1) or 49(2) 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.
3. In *Elkins v. Van Wissen*, 2023 ONCA 789 ("Elkins"), the Court of Appeal for Ontario held that when deciding a T5 application relating to an N12 served for purchaser's own use under section 49 of the Act, the LTB must consider both the landlord's and the purchaser's good faith. After making both those determinations, the LTB must then consider what orders to make in respect of the landlord and the purchaser.
4. I find that the Tenant proved all of the requirements in subsection 57(1)(b) for the reasons set out below.
5. The Tenant was served with an N12 notice of termination for the purchaser's own use with a termination date of November 14, 2021 (the "N12"). This was served on behalf of the Purchaser. This is not disputed.
6. It is also not disputed that the Tenant vacated the rental unit pursuant to an order of the LTB issued on January 4, 2023 that terminated the tenancy on January 31, 2023 pursuant to the N12.
7. The building is a commercial building with a residential rental unit upstairs where the Tenant resided (the "Building").
8. The Tenant testified that the Landlord never showed or even had photographs taken of the rental unit prior to entering into a purchase and sale agreement. Despite this, the Tenant testified they were told the property was sold and they needed to leave in 2021.
9. This occurred after the Tenant had difficulty with paying the rent due to job loss caused by COVID-19. The Landlord had been upset by this. The Tenant did not move and waited for a hearing before the LTB as they did not believe this to be a genuine agreement and believed the N12 was instead brought because the Landlord was upset with the Tenant due to the issues paying rent.
10. The tenancy was terminated on January 31, 2023 pursuant to order LTB-L-004525-22-IN/LTB-T-066019-22-IN (HOT-011644-21), issued on January 4, 2023 pursuant to a hearing held on May 16, 2022 (the "Eviction Order").

11. The Tenant, Alireza Ahmadian ("Mr. Ahmadian"), testified that the Tenant had to move in a rush as the Landlord told them that the Purchaser had to move in right away, directly after January 31, 2023 and they would be evicted by the Sheriff if they did not move by that date. Mr. Singh acknowledged that they told this to the Tenant.
12. The Tenant, Sepideh Khojasteh Toussi ("Ms. Toussi"), testified that she went back to the rental unit in March, 2024 as she was curious to see if the Purchaser actually moved into the rental unit. The door was answered by a female individual who stated she had been renting the unit for a few months at that time. Ms. Toussi also testified that she is aware the rental unit sat empty for a period of a few months after the Tenant vacated as she had good relationships with the neighbours and they informed her of this. Based on this, the Tenant submits that the Purchaser never moved into the rental unit.

Bad Faith of the Landlord

13. The building was listed for sale on April 13, 2023. The Tenant testified it was removed from the market shortly after the Tenant's legal representative contacted the Landlord's representative to inquire about this. Mr. Ahmadian testified that the neighbours informed the Tenant that the rental unit was still sitting vacant at this time.
14. I note that a copy of the listing is included in the evidence presented at the hearing. The remarks in the MLS listing note:

*"Remarks for Brokerages: Pls Attach Schedule "B" & 801 W/ All Offer. Minimum 5% Dep By Bank Draft. **House Is Vacant And Can Show Anytime.***

Commercial Unit Is Leased And Need 24 Hrs Notice. Email Offer To Nirvail_sandhu@Yahoo.Com. Thanks"

[emphasis added]

15. When ownership of the Building was eventually transferred in July, 2024, shortly before the Tenant's first hearing as to whether the N12 was brought in bad faith, the Building was transferred to a corporation of which the Purchaser is a director, rather than directly to the Purchaser.
16. Based on the above, the Tenant submits that the Landlord and Purchaser acted collaboratively to serve to the N12 and proceed with terminating the tenancy pursuant to the LTB process in bad faith, in order to obtain vacant possession of the rental unit.
17. Mr. Singh testified that the Landlord served the N12 as the Landlord had signed an agreement for purchase and sale of the Building with the Purchaser on April 10, 2021, and received a deposit in relation to the same. Mr. Singh testified that he worked with the Purchaser's father, and so he found the Purchaser through their father and executed this as a private real estate purchase agreement. This agreement originally had a closing date of June 21, 2021, but was subsequently amended to delay the closing date to August 31, 2021.

18. Mr. Singh testified that while he was satisfied in 2021 that the Purchaser had sufficient funds to complete the transaction, in March or April, 2023 it became clear that the Purchaser no longer was able to conclude the transaction on an immediate basis as their financing was no longer in place. Mr. Singh testified that there had been a further written amendment to the closing date after that referenced above that was made at some point, but none was provide and the Landlord testified he thought the closing date was May or June 2023. I note that the Eviction Order at paragraph 7 confirms that at the time of the N12 hearing, the Landlord was not able to provide a closing date and instead suggested the parties had agreed to extend the closing until the Tenant had given up vacant possession.
19. Mr. Singh also testified in the hearing that due to the passage of time and property value changes, the sale did not conclude immediately following the Eviction Order being issued. There had been changes to the market value of the Building in the intervening period, and the Purchaser wished a price adjustment due to this.
20. I am not satisfied that there was any written contract for the purchase and sale of the Building with a set closing date in place at the time the N12 hearing took place, when the Eviction Order was issued, or when Mr. Singh told the Tenant in January, 2023 that they had to move by January 31, 2023 pursuant to the Eviction Order or they would be evicted by the Sheriff.
21. I am however satisfied the parties intended to move forward with a transaction through these relevant times. The Landlord had received \$150,000.00 from the Purchaser by January, 2023, including a \$50,000.00 deposit in May, 2021 and \$100,000.00 paid to the Landlord in January, 2023. Mr. Singh testified he gave the Purchaser keys in early February, 2023 under the assumption that the transaction would be closed in short order. This was not disputed.
22. Even if the parties did not comply with the usual formalities one would expect in a high value real estate transaction, I find this evidence of monetary transfers is sufficient to satisfy me that in January, 2023 after the issuance of the Eviction Order that the parties believed that a sale of the Building from the Landlord to the Purchaser would be taking place. Further I am satisfied that the transfer of keys took place in early February, 2023. This suggests that the Landlord believed there was a need for the Tenant to vacate at the end of January, 2023 and the sale would conclude.
23. Mr. Singh testified that it was after this time in March or April when he asked the Purchaser to close the sale, that it became apparent to the Landlord that the Purchaser did not have the financing to close the transaction immediately and at the price the Landlord expected, and the Landlord was worried the Purchaser would not close the transaction at all.
24. Given this, the Landlord decided after a few months to list to the property through a realtor to otherwise attempt to sell the property. Mr. Singh testified that he needed to sell the property as Mr. Cheema was sick. Mr. Singh testified that following this listing and seeing the reduction in market price, the Landlord decided to agree to a price reduction and the Purchaser made assurances they could close the transaction by making payments over time, and provided further funds. Following this the property was removed from the market.

25. The Landlord provided evidence of large monetary payments from the Purchaser to himself, both in 2021 and later in 2023 and 2024. The Building was transferred to a 1000851177 Ontario Inc. (the "Corporation"), in July, 2024. The Purchaser supplied documentation showing they are the incorporator and first director of the Corporation, which was incorporated on April 3, 2024. The Purchaser testified that he and his mother are the shareholders of the Corporation.
26. Elkins directs that it is not just the motivations of the parties at the time of the service of an N12 notice of termination that is relevant to findings of bad faith, but that the actions of parties must be examined throughout the process. I both am bound by, and agree with this direction. However, in terms of the actions of the Landlord, I find that their motivations become irrelevant once the Tenant has vacated the rental unit. At this point, even if a change of circumstances occurs that might otherwise lead to a finding of bad faith on their part if they proceeded with eviction, it is now too late.
27. The Tenant moved from the rental unit on January 31, 2023. I do not have sufficient evidence to find that at anytime prior to this date the Landlord did not believe that a sale transaction to the Purchaser would conclude shortly following January 31, 2023, under which the Building would be sold to the Purchaser and the Purchaser would move into the rental unit. While the Tenant raises suspicions as to the motivation of the Landlord due to issues related to the non-payment of rent and the circumstances under which the agreement for sale was entered into, I do not find these are sufficient to establish bad faith on the part of the Landlord.
28. I find that the circumstances relating to the sale transaction that occurred after the Tenant moved out of the rental unit are irrelevant to the Landlord's good faith in seeking the Eviction Order and telling the Tenant that they had to move in January, 2023. I therefore do not find there is bad faith on the part of the Landlord in serving the N12.
29. This is not the end of the analysis. In accordance with Elkins, I must also assess whether there was bad faith on the part of the Purchaser in the service of the N12.

Bad Faith and Occupation of the Purchaser

30. The Purchaser testified that he wanted to buy the Building to live in, and thought this was good opportunity given that there were bidding wars going on at the time he entered into the sales agreement in 2021. The Purchaser testified that he did in fact view the unit in March, 2021.
31. The Purchaser testified that he thought the closing would occur in a few months after signing the agreement and he would move into the rental unit at that time. The Purchaser acknowledged that he directed the Landlord to serve the N12 so that he would have vacant possession of the rental unit.
32. The Purchaser testified that his parents were going to help him with financing in 2021 by refinancing against their home, but could no longer get the same financing amounts and rates once the Eviction Order was issued in 2023.
33. The Purchaser testified that the parties agreed to complete the transaction with a vendor take back mortgage, but the Landlord would not transfer title until the payments were

completed, and that is why the property was not transferred until July 17, 2024. The Purchaser acknowledged he received keys so that he could live in the property in February, 2023. The Purchaser testified he moved in at the end of February or early March, 2023 with his fiancée and that they lived in the property until the end of August, 2025.

34. The Purchaser provided no documentary evidence to corroborate his testimony that he moved into the rental unit at any point beyond the letter referenced below, which I give little weight to for the reasons to be elaborated upon. The Purchaser acknowledged he did not change his driver's license address to that of the rental unit. I note that the incorporation documents for the Corporation list a different address for the Purchaser as of April 3, 2024. The Purchaser testified that this is his mother's address, and his mother was going to take care of everything related to the corporation for him, and so this address was listed.
35. When asked about the notes in the MLS listing referred to in paragraph 14 above that the rental unit was vacant in April, 2023, the Purchaser stated that the realtor had a lock box key, and could provide no explanation as why the MLS listing noted that the unit was vacant.
36. Mr. Singh testified to support that the Purchaser did move into the rental unit. In support of this Mr. Singh provided an unsigned letter dated on September 11, 2025 from the tenant of the commercial unit. However, I note both that this is hearsay evidence and as such is accorded limited weight, and that the letter does not actually say the Purchaser moved into the rental unit, but merely that he has been seen around the property on several occasions since 2023. I find that on this basis there is no real probative value to be taken from this letter.
37. Mr. Singh states that he also had discussions with the commercial tenant in regard to the Purchaser moving in, but given the contents of the letter presented not even stating that the commercial tenant has direct knowledge that the Purchaser moved into the rental unit, I find that this hearsay evidence is also accorded little weight – it is unclear why if the Purchaser had further direct knowledge as to who moved into the upstairs unit, and when, it would not have been included in such a letter. I find it inappropriate therefore to give weight to purported verbal statements of this party that go further when they are not present to provide their testimony and be subject to cross-examination.
38. I find that the best evidence before me as to whether or not the Purchaser ever actually occupied the rental unit is the MLS listing description from April, 2023 noted in paragraph 14 above that reflects the unit is vacant. This evidence from an objective source I find to be reliable, and find it is notable that there is a specific requirement for notice listed for the commercial tenancy, but none for the residential tenancy given the vacancy. I find given this specificity, this was unlikely to be an error. I note this accords with the Tenant's testimony that the neighbours told the Tenant the rental unit sat vacant for a number of months, and that when they attended the rental unit in March, 2024, at this point a different tenant and not the Purchaser was living in the rental unit and stated they had been living in the rental unit for a few months.
39. On the basis of the above, I find that the Purchaser's testimony that they moved into the rental unit, or intended to, not to be credible, and give his testimony little weight. I note in making this finding that no reliable documentary corroboration was provided, and that the

commercial tenant who provided the letter that manages to state the Purchaser was seen around the rental unit without ever stating he actually lived there, was not called. This combined with the contradictory evidence both from the Tenant and from the MLS listing are sufficient to draw an adverse inference in this regard.

40. I find the Purchaser never occupied the rental unit.
41. Given the Purchaser provided no explanation of a change in circumstances or other reason they did not move into the rental unit, but insisted instead that they did so, I find the Purchaser directed the Landlord to serve the N12 in bad faith as they wanted vacant possession of the rental unit, but did not intend to move into it personally. It is sufficient to infer this intent from the observation of the Purchaser's behaviour in not having moved in when given the opportunity after having been given vacant possession of the rental unit in February, 2023. Given the Purchaser had clear intent to proceed with the transaction in January, 2023, if they were doing so for any other purpose at that time than personal use, they had an obligation to make this known to the Landlord and Tenant, so this could be brought to the attention of the Board prior to the Tenant moving out pursuant to the Eviction Order. I find that in accordance with the principles articulated in Elkins, not doing so is sufficient to ground a finding of bad faith on the part of the Purchaser.
42. The Tenant has therefore proven all elements of their claim. The Tenant incurred costs in the amount of \$48.00 for filing this application, and is entitled to reimbursement of those costs.
43. Given my findings above, I find it appropriate to make an award to the Tenant as described below only as against the Purchaser and not the Landlord, as while the Tenant has established the Purchaser has acted in bad faith, they have not established that the Landlord did so.
44. While there were disputes raised in the hearing about both the date and timing of the closing, the transferee being the Corporation, and whether the Landlord received the full payment purported of \$1,000,000.00 for the closing of the transaction, I find these issues to be irrelevant for the determinations necessary to decide this matter given my findings above in relation to the Landlord's intentions during the relevant period, and my findings that the Purchaser never moved into the rental unit, and never intended to.

Key Deposit

45. The Tenant testified they paid the Landlord a \$250.00 key deposit upon moving in, and did return the keys. The Tenant testified the keys including the garage door opener were returned, and the Landlord refused to refund the deposit. Mr. Ahmadian was challenged in this respect in cross-examination, and insisted he did return the garage door opener.
46. The Landlord testified that the Tenant did not return the garage door opener, and that this is why the key deposit was not returned. The Landlord was not challenged on this testimony in cross-examination.
47. The Tenant has the burden to prove they are entitled to the return of this deposit. I find that the Tenant has failed to meet their burden and establish they are entitled to the return of the key deposit as I have no reason to prefer the Tenant's evidence over the Landlord's

evidence respect of the garage door opener, and the Landlord was not challenged on this issue in cross-examination. Given this, the Tenant has not discharged their burden and I decline to make an award in this respect.

Remedies

48. The Tenant's application requested remedies related to being returned possession of the rental unit and the issuance of a fine. These remedies were not addressed in the hearing or in the Tenant's submissions. Therefore, I find the Tenant has abandoned the claim for these and no awards will be made in respect of them.
49. Mr. Ahmadian testified that the Tenant paid \$1,480.00 per month at the rental unit, but had to rent a new unit at the cost of \$2,800.00 per month in the year following their move. The Tenant provided a copy of their new tenancy agreement, and it was not disputed that the Tenant paid these amounts. This is a difference of \$1,320.00 per month. This difference for a one-year period totals \$15,840.00.
50. The Landlord submits that this number should be reduced as the Tenant was paying vastly below market rent in the rental unit, and that the change in rent is caused by the general increases in the rental market. The Landlord submits that delay in the proceedings should be factored into the calculation of the amount awarded.
51. I find that rent differential is an available award to address particularly what the Landlord identifies – the Tenant was paying below market rent and now has to pay significantly more. I do not see any circumstances present here, caused by the delay in proceedings or otherwise, that would justify using my discretion to reduce this award.
52. Therefore, I find that the Purchaser must pay the Tenant \$15,840.00 for the increased rent that the Tenant has incurred for a one-year period after the Tenant moved out of the rental unit.
53. The Tenant claimed \$2,000.00 for out of pocket moving and storage expenses. The Tenant specifically claimed:
 - a. \$1,800.00 for moving expenses supported by an invoice from Tin Tin Moving in that amount dated January 31, 2023;
 - b. \$418.00 for a new bed supported by an invoice from Wayfair dated February 2, 2023; and
 - c. \$600.00 for to pay an individual to transport their daughter to and from school over a period of 5 months so that their daughter could finish out the school year at the same school following the move, as the Tenant was not able to accommodate getting her there themselves from their new rental unit.
54. I am not satisfied that the Tenant is entitled to compensation for the costs of a new bed. The explanation provided for this is that items needed to be moved in a rush, and therefore the bed was purposefully broken in order to move it out of the rental unit as there was no time to properly disassemble it. The Eviction Order was issued on January 4, 2023 and the Tenant moved out on January 31, 2023. I find that this was sufficient time to reasonably

complete tasks such as taking apart furniture, and I decline to make any award in this respect as I do not consider it to be a reasonable expense.

55. I am satisfied from the testimony of Mr. Ahmadian and the invoice from Tin Tin Moving that the Tenant did incur \$1,800.00 to move from the rental unit to their new residence and I find this amount to be reasonable. The Landlord submitted that the evidence provided is insufficient to establish the Tenant actually paid this amount. The Landlord put to the Tenant that the phone number for Tin Tin Moving presented is answered by a concert performance company. I find the explanation provided by the Tenant that the company does do moving for concerts and entertainment, but that the company has a medium sized van and will move any sort of item in it to be sufficient. The Tenant testified that they had difficulty finding a moving company for a decent price at the last minute, and that is how they found this moving company. I found the Tenant credible in this regard. On the basis of the above, I award the Tenant \$1,800.00 for this expense as I am satisfied that it was a reasonable out-of-pocket moving expense incurred by the Tenant.
56. Mr. Ahmadian testified that the Tenant's new unit was also much further away from their daughter's school. Previously, the school was a 2 minute drive from the rental unit, but is now a 20 minute minimum drive, and often can be 30 to 45 minutes if there is traffic. I accept Mr. Ahmadian's testimony that the Tenant incurred \$600.00 in expenses to hire someone to take daughter to and from school in the 5-month period to finish the school year as Tenant's work schedule did not allow for this. However, I find that this is not strictly speaking a moving or storage expense. Instead, I find it more appropriate to consider this added distance to the Tenant's daughter's school and that the Tenant had additional expenses related to it pursuant to determining the appropriate award under general compensation.
57. Therefore, I find that the Landlord must pay the Tenant \$1,800.00 for the reasonable out-of-pocket moving, storage and other like expenses that the Tenant has incurred as a result of having to move out of the rental unit.
58. The Tenant claimed \$17,760.00 for general compensation (separate from the key deposit addressed above), representing one year of rent at \$1,480.00 per month.
59. The Tenant has lived in the rental unit since 2014. Mr. Ahmadian testified that the Tenant was forced to move from the rental unit, which has 3 bedrooms, 2 bathrooms and is in a quiet and ideal neighbourhood, to a smaller 2 bedroom plus den unit with 1.5 bathrooms. Additionally, Mr. Ahmadian testified the rooms generally and total square footage are smaller in their new unit, and that the new unit was in a much busier neighbourhood near a fire station. This has caused the Tenant numerous disturbances. Mr. Ahmadian testified that the new rental unit also had issues with mold in the bathroom and had issues with smells.
60. As noted above, the location of the Tenant's new unit was also much less convenient to the Tenant's daughter's school and required a long additional commute. The Tenant had to hire someone to take their daughter to and from school to finish the school year and incurred expenses as a result.

61. Mr. Ahmadian testified that the Tenant suffered a great deal of stress trying to find a new place to live and move in a short period of time, particularly as the rental market was difficult at that time and it was difficult to move in that period of time.
62. General compensation is meant to account for the impact of having to move when the Tenant otherwise would not have, whether the impact includes an actual monetary loss or not. I am satisfied that the Tenant suffered a material diminishment in their accommodations as a result of having to move from their home of more than 10 years, both in the size and quality of the accommodations they could now afford, and in the peace and quiet they lost in having to move to a much busier location. I am also satisfied that the Tenant incurred additional expenses and inconvenience due to the change in location when they moved, and that the move caused a great deal of stress.
63. The Landlord submits that the amount requested in this regard is inappropriate in the circumstances, does not reflect the Tenant's losses, and ordering it would be more akin to a punishment than actual compensation.
64. After considering both parties' submissions and evidence before me, I find that it is appropriate to make a significant award to the Tenant for general compensation, based on their losses they suffered, but that the amount of \$17,760.00 is excessive. I find instead that general compensation in the amount of \$10,000.00 is more appropriate to account for the non-pecuniary losses as well as the additional general expenses the Tenant has suffered due to this move.
65. I note in making this award that it is not intended to punish the Purchaser for their behaviour, which would more appropriately be considered under a fine, but represents my assessment as to the losses the Tenant suffered by virtue of being compelled to move pursuant to the N12 served in bad faith.

It is ordered that:

1. The total amount the Purchaser shall pay the Tenant is \$27,688.00. This amount represents:
 - \$15,840.00 for increased rent the Tenant has incurred for the one-year period from February 1, 2023 to January 31, 2024
 - \$1,800.00 for the reasonable moving expenses that the Tenant has incurred as a result of having to move out of the rental unit.
 - \$10,000.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Purchaser shall pay the Tenant the full amount owing by June 9, 2026.
3. If the Purchaser does not pay the Tenant the full amount owing by June 9, 2026, the Purchaser 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

Benjamin Seigel
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.