



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

File Number: LTB-T-100814-25

In the matter of: 45 VICTORIA PARK AVE
SCARBOROUGH ON M4E3S1

Between: Iulia- Andreea Gasca Tenant

And

Sergio Mourguet Landlord

Iulia- Andreea Gasca (the 'Tenant') applied for an order determining that Sergio Mourguet (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on May 11, 2026.

Only the Tenant attended the hearing.

As of 9:07 a.m., 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 the Tenant \$6,054.00 by June 13, 2026.
3. The Tenant testified that on March 31, 2023, the Landlord served him with an N12 Notice of Termination with a termination date of May 31, 2023, claiming the Landlord required possession of the rental unit for their own residential occupation.
4. The Tenant testified that as a result of the N12 Notice, she vacated the rental unit on November 30, 2025. The Tenant submitted into evidence a copy of an LTB order (LTB-L-031331-23) terminating the tenancy on November 30, 2024, pursuant to the N12 Notice.
5. The Tenant testified that the Tenant often travels past the rental unit on her way to work and she noticed that the rental had no curtains and remained empty. On March 4, 2025, the Tenant went to the former rental unit to retrieve a package that was delivered for her. She testified that the door to her former rental unit was left open and she had a

unobstructed view of the rental unit where there was no furniture and a can of paint was visible. She testified that her former neighbour who lived in the rental unit above her also informed her that there was no one living there and as of December 1, 2025, the Landlord's nephew moved in with his partner and their child.

Analysis

7. 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.
8. The Landlord served the Tenant with an N12 Notice under section 48 of the Act. The Tenant moved out because he received this notice.
9. The Tenant's uncontested evidence establishes that the Landlord did not move into the rental unit after the Tenant moved out and the Landlord's nephew moved into the rental unit as of December 1, 2025.
11. The Landlord did not attend the hearing to provide any evidence to challenge the Tenant's evidence.
12. Based on the uncontested evidence, I find, on a balance of probabilities, that the Landlord did not move into the rental unit in a reasonable time pursuant to the N12 Notice after the Tenant vacated.
13. Therefore, I find the Landlord served the N12 Notice of Termination in bad faith. The Tenant has established all of the factors set out in paragraph 7 above.

Remedies

15. The Tenant claimed \$6,006.00 in moving expenses. The Tenant testified that she paid \$1,356.00 to rent a moving truck and two movers to move all her belongings from the rental unit to a storage unit until she can secure a permanent housing. The Tenant was able to secure housing as of July 2025, and she had to pay an additional \$1,130.00 to move her belongings from storage to her new rental unit. The Tenant submitted into evidence the receipts. The Tenant also claimed storage costs in the amount of \$3,520.00 for having to store her belongings for 8 months until she can secure housing. The Tenant submitted into evidence all the receipts from the period of November 30, 2024, to July 1, 2025. As such, I find this is a reasonable cost for moving from rental unit to another rental unit. The Landlord will be ordered to compensate the Tenant for this cost.

16. As the Tenant's application is successful, the Tenant is entitled to reimbursement for his costs of filing the application in the amount of \$53.00

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$6,054.00. This amount represents:
 - \$6,006.00 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.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 13, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 13, 2026, the Landlord will owe interest. This will be simple interest calculated from June 14, 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.

June 2, 2026
Date Issued

Vinuri Sivalingam
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.