



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

Citation: Webber v Tong, 2026 ONLTB 31150

Date: 2026-06-02

File Number: LTB-T-021914-23-RV-AM

In the matter of: 35 YORK RD
ETOBICOKE ON M9R3E3

Between: Chris Webber Tenant
Iyad Heib

And

Le hang Tong Landlord
Tong Mai

Pursuant to a written request from the Landlord that was filed with the Board on May 25, 2026, the order is clerically amended as below.

The capitalized word "Landlord" and/or "Tenant" refer to all parties identified as each at the top of the order.

Chris Webber and Iyad Heib (the 'Tenant') applied for an order determining that Le hang Tong and Tong Mai (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-021914-23 issued on March 5, 2025.

On July 16, 2024, Tong Mai and Le hang Tong (the 'Landlords') requested that order LTB-T-021914-23 issued on June 18, 2024 be reviewed and that the order be stayed until the Landlords' request to review the order is resolved.

On July 17, 2024, an interim order was issued staying the June 18, 2024, order.

The Review Request hearing was held by video conference on February 11, 2025. The Landlords, the Landlords' representative, Giuseppe Rizzuto, and Tenant Chris Webber attended the hearing. Thu Le provided translation services to the Landlords.

This application was heard de-novo by videoconference on June 19, 2025, September 9, 2025, and March 10, 2026.

The Landlord, the Landlord's Legal Representative Giuseppe Rizzuto, and the Tenant Chris Webber attended the hearings.

As to the hearing on August 12, 2025, the Landlord and the Tenant Chris Webber attended. The Landlord's Legal Representative Giuseppe Rizzuto signed into the hearing room but did not attend the hearing.

Determinations:

1. Interim review order LTB-T-021914-23-RV-IN issued on February 19, 2025, granted the Landlord's review request.
2. The hearing September 9, 2025, was adjourned on consent of the parties; the Landlord's internet connection was not stable enough to proceed.
3. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the monies as set out below.
4. On August 11, 2022, the Landlord served the Tenant with a N12 notice of termination based on the Landlord's child moving into the rental unit. The termination date in the notice was October 31, 2022.
5. The tenancy began February 1, 2020; Tenant vacated on January 1, 2023.
6. The Tenant testified when viewing the rental unit, they told the Landlord they wanted to live there a long time and the Landlord agreed. They moved in February 2020 to the upstairs of the house; there were three other tenants in the basement. At the end of COVID, the entire house received a notice of eviction. They received a N12 with a termination date of April 30, 2022; the Landlord gave a second 'reminder' notice on March 15, 2022, and a third on March 31, 2022. This shows that the Landlord was actively pursuing getting them out; this belief was confirmed when they overheard a conversation that they were not evicting the remaining basement tenant, they just wanted the Tenants out. On July 22, 2022, the Landlord told the Tenant, they did not want them living there, that they wanted to renovate the whole house. When the Tenant did not leave, the Landlord became hostile, for example he cut the utilities. The Tenant started looking for a new place because the constant fighting with the Landlord was not worth it. Two-bedroom rentals for three adults are expensive, approximately \$3,500 to \$5,000 in most areas in the city. They ended up moving to Niagara Falls where they bought a home, because a mortgage was cheaper than renting in Toronto; it took about 8-months to find their new place. They would have stayed in their rental home if the Landlord had not continually given them N12 notices to vacate. Although the Tenant did not see the rental unit advertised or have direct knowledge that the Landlord did not move in, they were told this by neighbours whom they kept in contact with as demonstrated by the text in evidence.
7. The Landlord Le hang Tong testified the rental unit is the main floor of the house with 3 bedrooms and 1 bathroom; there is another rental unit in the basement. On April 20, 2022, they served the Tenant with a N12 notice; they were retiring and did not want the onus of having a rental property, so they gave the house to 2 of their children. The intention was always that their son move into the main floor unit. The tenants that were renting in the

basement stayed, their son Hai Mai was to live on the main floor. Their son moved into the main floor rental unit after renovations were done, sometimes his girlfriend also stayed there. They did not re-rent to anyone else; their son still lives in the unit.

8. On cross examination the Landlord testified they gave the house to the children on February 7, 2023, about 1 ½ months after the Tenant vacated. After being given the house, the kids started renovating which took a few months or so. When asked if they were aware a Latin family was living in the main-floor unit, the Landlord replied he had no knowledge of this, but it is possible they were in the basement. With respect to their son living in the basement, the Landlord testified that he only lived in the basement for a short period of time, then went to the main floor. They do not know specifics because their son did not want them to visit because his girlfriend at the time did not want them to.
9. After the Landlord's testimony, the Tenant requested to call a rebuttal witness because the Landlord's dates were very vague, and their witness can give more details as to when the son moved in and who is living there now; the Tenant's request was denied. A rebuttal witness is called to rebut unexpected testimony from the other side; that the Landlord is vague with dates does not meet this criterion. Further, this individual could have been called to testify on behalf of the Tenant at that stage in the hearing, but the Tenant did not do this; to allow their testimony going to the merits of the application after the Tenant's case has rested is improper.
10. In closing submissions, the Tenant referred to evidence on the portal at lines #6165925 and #6681320; this evidence is not relied on. It was not referenced during the Tenant's testimony, and new evidence is not permitted during closing statements.

Analysis

11. 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.
12. According to section 57(5), 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

13. The Tenants has proven all requirements in subsection 57(1).

14. There is no dispute about the Tenant being given N5 notices, as such, the first element of the above test has been met. As to the second element, I accept the Tenant's testimony that had they not received the N12 notices they would have stayed in the rental unit, therefore, I find the Tenant vacated the rental unit as a result of the notice(s). In respect of the third element, the Landlord's testimony was very vague; they did not know specifics, including dates when their son moved in and who was living where. The Tenant's testimony was detailed and established on a balance of probabilities that the Landlord's son did not live in the rental period for a minimum of as least one-year as is required by the Act. Although the Tenant admitted to not seeing the unit advertised for rent, and that their knowledge about the sons living arrangements, living in the basement not the main floor unit, is based on hearsay, the Landlord did not present sufficient testimony or evidence to rebut the allegation. In civil law, the balance of probabilities means that a court will decide a matter in favour of the party whose version of events is more likely than not to be true, typically interpreted as at least a 51% likelihood of being correct. Tenant proved the requirements in subsection 57(1)(a) and is entitled to remedy as set out below.

Remedies

15. The Tenant is seeking: (1) the differential in rent for one year from January 1st, 2023, in the total amount of \$20,477.76, (\$1706 payable bi-weekly) together with (2) moving expenses in the amount of \$1000.00. She also claims (3) \$35,000 by way of damages for (a) the loss of businesses installing TV equipment (for which there was no market in Niagara Falls) and (b) the costs of the commute from Niagara Falls to Toronto where she and her partner were both employed. The new home is approximately 800 square feet larger than the rental unit, with 3 bedrooms and 1 bathroom; the rental unit was a 2-bedroom apartment with a backyard and 2 parking spaces. What they are asking for as 'rent differential' is actually for the cost of their mortgage.

16. I find the Tenant is not entitled to the difference in rent and their mortgage payments claimed in the amount of \$20,477.76 pursuant to section 57(3)1 of the Act. I believe this type of relief does not encapsulate the relief that the Board can consider pursuant to section 57(3) of the Act. In my view, by using the qualifier "reasonable", the Legislature signalled its intent that any and all losses suffered by a former tenant are not automatically compensable. In my opinion, the costs incurred by the Tenant in choosing to purchase a home upon vacating the rental unit does not meet the spirit or intent of the Legislation and will be denied.

17. I find the Tenant's request for \$1,000.00 compensation for moving expenses, including the renting of two moving trucks pursuant to section 57 (3)2, both of which I find to be reasonable; the Landlord did not provide any testimony as to why this amount should be considered unreasonable.

18. As to the Tenant's claim for the loss of the business arising from the move to Niagara Falls, I find this to be too remote as to be a foreseeable consequence of the bad faith eviction; the

reality is that the eviction during COVID inevitably meant that the Tenant would face a longer and more difficult commute to attend work. Therefore, I award the Tenant \$10,000.00 in general compensation in this regard pursuant to section 57(3) 1.2.

19. The total amount the Landlord shall pay the Tenant is \$11,048.00.
20. At hearing, the Tenant agreed to delay the due date for any monies owed to them by the Landlord to 6 months from the hearing date.

Costs

21. The Tenant requested costs; this is the 5th hearing that they had to take ½ days off to attend. The Tenant is seeking 4 hours at \$49.55 per hour for a total of \$198.20 for the last hearing held on August 12, 2025; at 1:16, after sign-in, their matter was stood down and then adjourned at 3:15.
22. The Landlord's Legal Representative apologized for the last hearing, he was called to the other hearing room for what was supposed to be a simple consent, but it was not. Then he had technical difficulties and was not able to sign back into this hearing room.
23. The Landlord spoke to the Representative at 2:35 p.m. then again at 3:04 p.m.; during their first discussion, the Landlord's Legal Representative said he would only be few more minutes. The Landlord called again at 3:04 p.m. as the Representative was still not present; at this time the Landlord's Legal Representative advised that he was having technical difficulties. At 3:15 p.m., this member adjourned the hearing.
24. The Tenant's request for costs to be ordered based on the Landlord's Legal Representative's non-attendance at the last hearing is granted. Guideline 3 sets out that if the party whom the costs are being ordered against, does not attend the hearing "without notifying the person affected with the intention to do so, provided that the failure to attend the hearing delayed the process unnecessarily or caused unnecessary expense to the other party". [Emphasis added]
25. Here, the matter had to be adjourned on August 12, 2025; this adjournment would not have been necessary had the Landlord's Legal Representative attended the hearing. In the least the Landlord's Legal Representative should have let the Landlord or the Board about the technical difficulties he was experiencing. I find costs in the amount of \$198.20, based on lost wages, to be reasonable.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$11,048.00. This amount represents:
 - \$1,000.00 for the reasonable moving, storage that the Tenant has 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 Landlord shall pay the Tenant the full amount owing by May 2, 2026.
3. If the Landlord does not pay the Tenant the full amount owing, \$11,048.00 by October 5, 2026, the Landlord will owe interest. This will be simple interest calculated from October 6, 2026 at 4.00% annually on the balance outstanding.
4. The Landlord shall also pay the Tenant \$198.20 for costs as ordered in paragraph 3.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 5, 2026
Date Issued

June 2, 2026
Date Amended

Diane Wade
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.