



Order under Section 57 Residential Tenancies Act, 2006

Citation: Warren v Khara, 2026 ONLTB 43519

Date: 2026-06-08

File Number: LTB-T-070332-25

In the matter of: UPPER, 6630 BLACKHEATH RIDGE
MISSISSAUGA ON L5W1Z7

Between: Hayley Warren Tenants
Ryan Andrews

And

Kajal Khara Landlords
Sanjay Mehta

Hayley Warren and Ryan Andrews (the 'Tenants') applied for an order determining that Kajal Khara and Sanjay Mehta (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on April 8, 2026.

The Landlord Sanjay Mehta, the Landlord's Legal Representative Jennifer Murray and the Tenants attended the hearing.

All references in this order to Landlord in the singular refer to Sanjay Mehta.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay to the Tenants \$15,548.00.
2. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenants to prove each of the following on a balance of probabilities:
 - The Landlords gave the Tenants an N12 notice of termination under section 48 of the Act;
 - The Tenants 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 Tenants vacated; and
 - The Landlord served the N12 notice of termination in bad faith.

3. There is no dispute between the parties that the Landlords served the Tenants with an N12 notice of termination in accordance with section 48 of the Act. The Tenants vacated the rental unit on March 31, 2025 as a result of receiving the N12 notice of termination, and that the rental unit was listed for sale in or around August, 2025, within one year of the Tenants vacating the rental unit.

Bad Faith

4. Section 57(5) of the Act provided that in circumstances such as this there is a rebuttable presumption that the N12 notice was served in bad faith, if the Landlord pursuant to subsection c) advertises the rental unit or the building that contains the rental unit for sale.
5. Section 57(6) of the Act provides the time frame for section 57(5) as beginning on the day the landlord gives a notice of termination under section 48 and ends one year after the former tenant vacates the rental unit.
6. For the following reasons, based on the evidence and testimony before me, I do not find that the Landlords have met the burden of establishing that the N12 notice was served in good faith.
7. The Landlord testified that the N12 notice was served because the Landlord's mother who was living with the Landlords wanted her own place.
8. The Landlord testified that his mother suffers from knee issues and she had suffered from these issues prior to the service of the N12 notice of termination on the Tenants and was told in October, 2024 that she would require a knee replacement.
9. The Landlord testified that after a few days of moving into the rental unit his mother began feeling scared and worried that if she were to trip or fall due to her medical condition she wouldn't have any help.
10. The Landlord states his mother moved back in with himself and the other Landlord shortly after moving into the rental unit. The Landlords did not initially re-rent or list the property for sale as they wanted to see if things would get better with their mother and she would move back to the rental unit.
11. Eventually the Landlord's mother had decided she would not be moving back into the rental unit and it was listed for sale and sold with a closing date of October 31, 2025.
12. The Tenants question the good faith intentions of the Landlord as in addition to the Landlord's mother's medical conditions regarding her knee condition, she is elderly and would not require a 5 bedroom, 4 bath house for herself.
13. Based on the evidence adduced at the hearing and the testimony of the parties, I am not satisfied that the Landlords gave the Tenants a notice in good faith. I find it is more likely than not that the Landlord's mother did not have a genuine intention to move in and that there was no change in circumstances that prevented her from remaining in the rental unit. The Tenants proved all of the requirements in subsection 57(1)(a) of the Act.

Remedies

14. The Tenants in their application request the following remedies:

- Rent abatement totalling \$7,800.00;
- Rent differential totalling \$7,800.00;
- Moving expenses \$7,345.00;
- General Compensation \$34,200.00; and
- A fine to the Board.

Rent Abatement

15. A rent abatement is a contractual remedy geared towards the premise that if a tenant is paying 100% of the rent for a bundle of goods and services but is not receiving the full benefit of those goods or services, that they should be abated the difference for what they are not receiving but paying for.
16. At the hearing the Tenants testified that they were seeking a rent differential and not seeking an abatement of rent. As such no compensation for an abatement will be awarded.

Rent Differential

17. The Tenants were renting the upper unit from the Landlord and had access to the entire house with the exception of the basement. The rental unit consisted of 3 bedrooms, 3 bathrooms approximately 1,800 square feet, a single car garage and two parking spots in the driveway. The Tenants were paying the Landlord \$2,850.00 per month
18. The new rental unit was 3 bedrooms, 2 bathrooms approximately 1,500 to 1,600 square feet, with no garage but parking for two vehicles. The Tenants are paying \$3,500.00 per month in rent.
19. The rent differential between the two similar units for a period of 12 months is $(\$3,500.00 - \$2,850.00 \times 12)$ \$7,800.00. The Tenants are entitled to the amount claimed for rent differential.

Moving Expenses

20. The Tenants seek moving expenses in the amount of \$7,345.00 and produced an invoice from a company Just Move It. The Landlords question the authenticity of the document produced. In addition to the high amount for the moving service the document is lacking in a GST number of the business, there is no address for the business and a google search of the phone number does not show that number belonging to Just Move it. The Tenants say the came across the business on Facebook and called the number.
21. Based on similar cases I am not satisfied that the moving expenses claimed are reasonable. In the circumstances the Tenants shall be awarded \$2,000.00 for moving expenses.

General Compensation

22. The Board's authority to order general compensation is found at section 57(3)(1.1), which states: An order that the landlord pay a specified sum to the former tenant as general compensation in an amount not exceeding the equivalent of 12 months of the last rent charged to the former tenant. An order under this paragraph may be made regardless of whether the former tenant has incurred any actual expenses or whether an order is made under paragraph 2. [Emphasis added].
23. The Tenants moved into the rental unit on September 1, 2022, and vacated the rental unit on March 31, 2025 the day after their third child was born approximately 2 years and 7 months later. The Tenants claim that at the time they vacated the rental unit the rental market was a nightmare and they were unable to find suitable housing in the City of Mississauga and only found suitable housing 80 km away in the City of Welland. This drastic move completely uprooted them from their established support networks, daycare and community ties raising three young children (newborn, 2 and 3 y/o) in a new City. Additionally the daily commute for Mr. Andrews was greatly increased going back and forth from Welland to Mississauga. In the circumstances I find that general compensation equivalent to two months worth of rent to be fair $\$2,850.00 \times 2 = \$5,700.00$.

Administrative Fine

24. 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."
25. In the circumstances I am satisfied that the other remedies awarded would provide an adequate deterrence from engaging in similar acts in the future. As such, no fine shall be ordered.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$15,548.00. This amount represents:
 - \$7,800.00 for increased rent the Tenants have incurred or will incur for one year.
 - \$2,000.00 for the reasonable moving, storage and other like expenses that the Tenants have incurred as a result of having to move out of the rental unit.
 - \$5,700.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by June 19, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by June 19, 2026, the Landlords will owe interest. This will be simple interest calculated from June 20, 2026 at 4.00% annually on the balance outstanding.

4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 8, 2026
Date Issued

Sean Ramage
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.