



Order under Section 57 Residential Tenancies Act, 2006

Citation: Berardi v Hrvac, 2026 ONLTB 43510

Date: 2026-06-08

File Number: LTB-T-049031-25

In the matter of: 31 KINGSMOUNT ST N
HAMILTON ON L8S3L2

Between: Robyn Berardi
Carlos Colangelo
Kathryn Berardi
Jessica Fajta
Lauren Marsh
Abigail Sorrell
Cameron Dufault
Tenants

And

Jovan Hrvac
Landlord

Robyn Berardi, Carlos Colangelo, Kathryn Berardi, Jessica Fajta, Lauren Marsh, Abigail Sorrell and Cameron Dufault (the 'Tenants') applied for an order determining that Jovan Hrvac (the 'Landlord'):

- gave a notice of termination in bad faith (T5 Application)
- collected or retained money illegally (T1 Application)

This application was heard by videoconference on December 23, 2025.

Only the Tenants attended the hearing.

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 Tenants' evidence.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$11,668.00.

Bad Faith

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 Landlord 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. Section 57(5) of the Act provides:

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. [Emphasis added]

4. The uncontested evidence of the Tenants is that the Landlord issued an N12 notice which caused the Tenants to vacate the rental unit, after which the rental unit was listed for sale within weeks and sold within two months. Accordingly, the Landlord is presumed to have given the N12 notice in bad faith.

Money retained illegally

5. The Landlord was required to pay the Tenants compensation equivalent to one month's rent when they issued the N12 notice. This was initially done by giving each of the tenants a cheque for an equal share of the compensation (\$500 each). Two of the tenants (Jessica and Cameron) were able to cash their cheques, however when the remaining tenants attempted to do so, they were notified that the cheques had been retracted and were unable to deposit them. As a result, the Landlord has not paid the required compensation in full. The balance outstanding is \$2,500.00 (5 x \$500)

Remedies

6. The Tenants agree that the total remedies awarded will be paid as one total payment and divided amongst them as they see fit.
7. The monthly rent for the rental unit was \$3,500.00 and was shared equally by the 7 tenants. After the N12 notice was issued, 4 of the 7 tenants (Carlos, Robyn, Jessica, and Catherin) moved into a new unit together with a monthly rent of \$3,895.00, while the other 3 made alternate arrangements. The 4 that moved together are claiming compensation for increased rent. Both units are detached houses with yards and 2-car driveways. The new unit is slightly larger overall, but has fewer bedrooms, 1 kitchen instead of 2, and is further away from the Tenants' school and work, making it overall less functional for the Tenants. Because it has fewer bedrooms, it accommodates fewer people and their per person rental costs have increased significantly. Based on this comparison, it is reasonable to compensate the Tenants for increased rent.
8. Therefore, I find that the Landlord must pay the Tenants \$4,740.00 for the increased rent that the Tenants have incurred or will incur for a one-year period after the Tenants moved out of the rental unit. (\$395 x 12)
9. One of the Tenants, Lauren, testified to moving and storage expenses incurred as a result of the N12 notice. They moved home and had to put their belongings in storage at a monthly cost of \$350.00 and spent \$180.00 on a UHaul truck to move. While no receipts were submitted, these amounts are within the range of similar expenses which come before the Board frequently, so I am satisfied that they are reasonable.

Therefore, I find that the Landlord must pay the Tenants \$4,380.00 for the reasonable out-of-pocket moving, storage and other like expenses that the Tenants have incurred or will incur as a result of having to move out of the rental unit.

10. The Landlord shall pay the Tenants \$2,500.00 for the balance of the required N12 compensation.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$11,668.00. This amount represents:
 - \$4,740.00 for increased rent the Tenants have incurred for the one-year period from August 1, 2024 to July 31, 2025.
 - \$4,380.00 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.
 - \$2,500.00 for the balance of the required N12 compensation
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by June 19, 2026.

3. If the Landlord does not pay the Tenants the full amount owing by June 19, 2026, the Landlord will owe interest. This will be simple interest calculated from June 20, 2026 at 4.00% annually on the balance outstanding.

June 8, 2026
Date Issued

Dawn Carr
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.