



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

File Number: LTB-T-086317-25

In the matter of: 6400 CHAUMONT CRES
MISSISSAUGA ON L5N 2M8

Between: Ajan Adrian Manickaraj Tenant

and

Aiswarya Gnanasekar
Vignesh Gunasekaran Landlords

Ajan Adrian Manickaraj (the 'Tenant') applied for an order determining that Aiswarya Gnanasekar and Vignesh Gunasekaran (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on April 1, 2026.

The Tenant and his representative, Brittany-Rose Ward, and the Landlords attended the hearing.

Determinations:

Preliminary issue

1. The Landlords indicated that they were not notified in advance of the hearing that the Tenant intended to call any witnesses. The Tenant's representative stated that there is no requirement in the Board's Rules requiring the disclosure. I agree with the Tenant's representative that there is no such requirement in the Board's Rules.
2. I asked whether the Landlords knew the witness and whether they understood the issues raised in the application. The Landlords confirmed that they did. They also stated they were prepared to respond to the application. Therefore, I proceeded to hear the merits of the application.

Whether the Landlord gave the N13 in bad faith

3. As explained below, the Tenant did prove the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay to the Tenant \$6,589.40.
4. Subsection 57(1)(c) 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 N13 notice of termination under s. 50 of the Act;
 - b) The Tenant vacated the rental unit as a result of the N13 notice of termination;
 - c) The Landlord did not renovate/convert the rental unit within a reasonable time after the Tenant vacated; and
 - d) The Landlord served the N13 notice of termination in bad faith.
5. It is undisputed that the Landlords served a “Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it or Convert it to Another Use” (‘N13 notice’) on July 21, 2025, with a termination date of November 30, 2025, pursuant to s. 50 of the Act. It is also undisputed that the Tenant moved out of the rental unit on September 30, 2025, as a result of the N13 notice.

Sequence of the Events

6. The Tenant testified that he occupied the basement unit of the property. The tenancy began in November 2023. The Tenant believes the Landlords served the N13 notice of termination in bad faith because the Landlords did not renovate or convert the rental unit after the Tenant vacated in accordance with the intended purpose set out on the notice.
7. On July 21, 2025, the Landlords served the Tenant with an N13 notice. The notice selected reason 2 and stated that the Landlords required the rental unit to be vacant to complete repairs or renovations. The N13 claims that the Landlords intend to “convert the home back to its previous approved use by removing all cooking facilities in the second unit.” The notice further claims:
- “The unit is being decommissioned in response to an order issued by the local Fire Department under Fire Protection & Prevention Act, 1997 on July 21, 2025 after the inspection on July 10, 2025. As part of this compliance process, cooking facilities will be removed to eliminate fire safety risks and ensure the space no longer operates as a separate dwelling. The renovation involves non-structural changes and does not affect plumbing or electrical systems. A building permit is not required for this scope of work, as confirmed by City guidelines.”
8. The City of Mississauga Fire and Emergency Services inspection order was attached to the N13 notice, the order states that the property contains two residential units and that the second unit was not registered with the City. The order directed the owner to comply with one of three options:

“OPTION 1: Convert the home back to its previous approved use. By removing all cooking in the second unit. Note: this may require a building permit.

OPTION 2: If the second unit was constructed after July 14, 1994, obtain a building permit for the construction of the second unit, which will require completion of the Second Unit Creation Date Affidavit attesting to the date of construction of the second unit, which must be notarized by a lawyer or Commissioner of Oaths, and register the second unit with the City of Mississauga.

OPTION 3: If the second unit was constructed on or before July 14, 1994, complete the Second Unit Creation Date Affidavit attesting to the date of construction of the second unit, which must be notarized by a lawyer or Commissioner of Oaths and register the second unit with the City of Mississauga.”

9. The Tenant testified that shortly after receiving the N13 notice, he emailed the Landlords and informed them that the inspection order did not direct the Tenant to vacate the rental unit and did not require termination of the tenancy. The order only required the owner to bring the property into compliance by October 21, 2025.
10. During the hearing I inquired as to why the Tenant vacated the rental unit if he contested the N13 notice. There was no L2 application filed by the Landlords, and the Tenant vacated earlier than the termination date. The Tenant replied that after receiving the N13 notice, he believed he had no choice but to relocate. He was also concerned about uncertainty surrounding the tenancy, the possibility of having to move during winter, and disruption to his child’s schooling.
11. On August 2, 2025, the Tenant informed the Landlords by email that his family intended to vacate the rental unit. The Tenant later moved out at the end of September 2025.
12. Vignesh Gunasekaran (‘Landlord’) testified on behalf of the Landlords. He acknowledged that when the N13 notice was served, he informed the Tenant the unit would no longer operate as a separate dwelling.
13. The Landlord testified that after the Tenant vacated the rental unit on September 30, 2025, they reassessed their financial circumstances and by December 2025 realized that demolishing the kitchen and returning the property to a single-family dwelling would reduce the property value and create financial hardship. The Landlord testified that they rely on the rental income to pay a portion of their expenses. The Landlords then traveled to India and liquidated their assets to begin the legalization of the second unit. In early 2026, the Landlord testified that he rented a bedroom in the lower level to Adithya Chandramouli.
14. Adithya Chandramouli was summoned by the Tenant. Mr. Chandramouli testified that he rents a bedroom in the lower level of the property and another occupant rented the second bedroom. He referred to his “Roomer/Landlord Agreement” which states that the tenancy commenced on March 1, 2026 and the term ended on April 30, 2026. Mr. Chandramouli further testified that he was looking for rooms for rent on “Roomies” at the end of January and the beginning of February 2026. He viewed the rental unit on February 5, 2026. Mr. Chandramouli stated that contractors were present performing work and he observed that the unit contained a functioning stove and kitchen facilities. He understood the lower level was being offered as residential accommodation and was never advised that the unit would cease operating as a separate dwelling.

Analysis and Findings

15. In this case, I am satisfied that all parts of the test in subsection 57(1)(c) of the Act have been proven and that the Landlords gave the Tenant the N13 notice of termination under s. 50 of the Act in bad faith.

16. I accept that the Fire Department inspection required the Landlords to bring the rental unit into compliance because the rental unit was not properly registered. However, the inspection order did not require the Tenant to vacate the rental unit. The order expressly provided three separate compliance options, including two options that would have permitted the second unit to continue operating lawfully after registration. However, despite this, the Landlords served an N13 notice stating the unit was being “decommissioned” and would no longer operate as a separate dwelling. The Landlords selected reason 2 on the N13 notice and expressly required the unit to be vacant for the proposed work.
17. The evidence establishes that the Landlords did not carry out the purpose described in the N13 notice. Rather than converting the home back to its previous approved use by removing all cooking in the second unit, which did not require a building permit (option 1), the Landlords chose to legalize the rental unit and continue operating the unit as a rental.
18. The Landlords’ evidence is that they were under financial stress and initially believed they needed to terminate the tenancy in order to comply with the inspection order. The Landlords also indicated that they were unfamiliar with the legal process and were attempting to comply with the municipal requirements. I do not accept this explanation. It was the Landlord’s obligation to understand their legal obligations and options under the RTA before terminating the Tenant’s tenancy. Further, the Landlords’ lack of understanding of the process does affect the legal test that must be applied in this matter. I must consider whether the Landlords genuinely intended to carry out the intended purpose described in the notice at the time the N13 notice was served.
19. I find the Landlords’ evidence to be inconsistent and unconvincing on this point. I say this because while the Landlord acknowledged the purpose of the N13 notice was to convert the home back to its previous approved use by removing all cooking in the second unit, the Landlord also acknowledged the inspection order itself provided options that would permit the continued operation of a second unit.
20. In this case, I find the timing of events to be significant. According to the Landlords, they changed their mind and decided not to proceed with the work required to remove the rental unit in December 2025, which is three months after the Tenant vacated on September 30, 2025. Instead, the Landlord proceeded to legalize the second unit and advertised it for rent in February 2026, then re-rented the unit on March 1, 2026. The Landlords also confirmed that the rental unit continued to operate as a separate residential unit with shared cooking facilities. In addition, the Landlords confirmed that they did not offer the Tenant an opportunity to occupy the unit before renting it.
21. The Landlords’ explanation for this change in their plans was that they realized that the intended purpose set out in the N13 notice would not increase the value of their property. However, this was something that the Landlord could have easily determined before they served the Tenant the N13 Notice. The fact that the Landlord did not properly research the implications of serving an N13 Notice before serving it upon the Tenant and terminating the tenancy does not justify their actions.
22. I am also not satisfied with their explanation that they experienced financial difficulties and could not afford to operate the rental unit. I say this because shortly after the Tenant vacated the Landlords traveled to their home country and liquidated their assets to legalize

the second unit so that the value of their property can increase. Thereafter they re-rented the property. The Landlord could have done all of these things without evicting the Tenant.

23. Therefore, I do not accept that any misunderstanding of the inspection order explains why the notice represented that the rental unit would be converted back to its previous use when the inspection order itself provided alternative compliance options that would have permitted the continued operation of the second unit.
24. On a balance of probabilities, I find that the Landlords did not carry out the activity set out on the N13 notice after the Tenant vacated, and I also find that the Landlords served the N13 notice in bad faith. Therefore, the Tenant's application is granted.

Remedies

25. The Tenant requested to withdraw the following remedies requested in the application: Remedy 1, (rent abatement of \$25,200.00), and Remedy 6 (other remedies) claimed on the application. The Landlords did not object, and I consented to the request.
26. The remaining requested remedies are \$750.00 for moving and storage (Remedy 4), for the Board to order a fine against the Landlords (Remedy 2), and General Compensation of \$25,200.00 (Remedy 5).

a) Expenses related to Moving and Storage

The Tenant claimed \$750.00 for moving and storage expenses. The Tenant referred to a U-Haul receipt in the amount of \$241.40. I am satisfied that this is a reasonable expense which was incurred by the Tenant as a result of the bad faith termination. However, I am not satisfied that the Tenant is entitled to the remaining amount claimed because the Tenant testified generally regarding disruption and inconvenience associated with the move, no numeration for those expenses or documentary evidence were provided. Therefore, the Landlords shall pay to the Tenant \$241.40.

b) General Compensation of \$25,200.00

I accept that the Tenant moved out 2 months before the termination date set out in the N13 notice because he wanted to avoid searching for accommodation during the winter months while also minimizing disruption to his child's schooling. I accept his explanation and find that the Tenant mitigated his losses. I also accept that the Tenant experienced stress, uncertainty, and inconvenience after receiving the N13 notice and that these concerns contributed to his decision to relocate from the rental unit. However, the Tenant did not provide a detail breakdown of his general damages, such as medical treatment, counseling expenses, lost income, childcare expenses, increased housing costs, or other significant financial losses arising from the move. I find the Tenant's evidence regarding the impact of his circumstances to be limited. While I am satisfied that the Tenant suffered some inconvenience and disruption as a result of relying on the N13 notice, I find that the evidence does not support the amount claimed. Taking all of these circumstances into account, I find that general compensation equal to three month's rent is appropriate. Therefore, the Landlords shall pay to the Tenant \$6,300.00 (\$2,100x3).

c) Fine against the Landlord

Administrative fines are intended to promote compliance and deter future misconduct where other remedies are insufficient. Given the compensation award to the Tenant, I am satisfied that this order provides adequate deterrence. Therefore, the request for an administrative fine is denied.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$6,589.40. This amount represents: \$6,300.00 for General Compensation, \$241.40 for moving expense, and \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by June 30, 2026. If the Landlords do not pay the Tenant the full amount owing by June 30, 2026, the Landlords will owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

June 4, 2026
Date Issued

Adeela Alvez
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.