



Order under Section 57 Residential Tenancies Act, 2006

Citation: Purchase v Barber, 2026 ONLTB 43884

Date: 2026-06-08

File Number: LTB-T-024252-24

In the matter of: 22 Henderson Crescent
Alliston ON L9R1Y3

Between: Gary Purchase
Lyanne Beatrice Hager
Tenants

And

Paula Barber
Landlord

Gary Purchase and Lyanne Beatrice Hager (the 'Tenants') applied for an order determining that Paula Barber (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on January 28, 2026.

The Tenant's Representative, Anome Mehrabian, the Tenants, the Landlord's Representative, Howard Tavroges, and the Landlord attended the hearing. Natalie Haines and Pauline Nordstrom appeared as witnesses for the Landlord.

Preliminary Issue:

1. The Tenants requested to amend the application seeking general compensation instead of an abatement. The application was amended accordingly since the Landlord did not challenge the request.

Determinations:

2. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants \$14,898.41 on or before June 20, 2026.
3. 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.
4. There is no dispute that on April 30, 2022, the Landlord gave the Tenants a notice of termination (N12) under section 48 of the *Residential Tenancies Act 2006* (the 'Act') on the basis that they required possession of the rental unit for the purpose of their parent's residential occupation. The termination date on the N12 notice was July 1, 2022.
 5. There was no dispute that the Tenants vacated the rental unit as a result of a hearing based on this N12 Notice which was resolved by an agreement in a Board order. As such, I find the Tenant's vacated as a result of the N12 Notice.
 6. The Tenants vacated the rental unit on June 3, 2023.
 7. I considered the basement tenant's testimony, the Landlord's testimony and the Landlord's parent's testimonies all confirming that the Landlord's parent moved into the unit on September 1, 2023. However, based on the cumulative evidence related to the circumstances and sequence of events, I find on a balance of probability, that the Landlord's parent did not occupy the rental within one year from the date the Tenants' vacated. Based on the best evidence before me, I find on a balance of probabilities, the Tenant's evidence more credible.
 8. The Tenants provided photographs taken on May 15, 2024, over 11 months after they vacated that showed the front main living room empty. I considered the Landlord's testimony that they were doing renovations but that seemed to contradict their early evidence that the renovations were completed before their parent allegedly moved into the unit on September 1, 2023. There was no reasonable explanation offered to explain the ladder, painting material, and the empty room.
 9. The Tenants live on the same street and were able to monitor activities on a daily basis and they testified they never seen the Landlord's mother at the rental unit, the lights on or any blinds on the windows. The Landlord's parent, PN testified they prefer no blinds and lights but blinds are associated with privacy and lights are required for daily living at night and her explanation did not seem reasonable. It's more likely than not the rental unit was not occupied for residential occupation.
 10. On June 28, 2025, the Tenants witnessed a truck on the complex and someone unloading furniture into the rental unit which the Landlord did not challenge. Furniture being moved into the unit is consistent with residential occupation, however this occurred almost two years after the Tenants vacated. The Landlord's photographs are also consistent with this timing when he uploaded photographs showing furniture, beds, tables and chairs in the unit on or around August 29, 2025. The Landlord also didn't provide a reason that explained the presence of a moving truck at the unit with furniture that was moved into the unit on June 28, 2025, over two years after the Tenants vacated.

11. PN testified she moved into the unit on September 1, 2023, but she did not change her address on government identification, nor does she intend to. Her legal address is not the rental unit but her other principal residence (10-acre property). This diminishes the reliability of PN's testimony on the issue of residential occupation in the rental unit because there appears to be a willingness to provide inconsistent information depending on her circumstances.
12. It was further corroborated by PN's testimony that she doesn't have any mail, including utility bills, in her name that corroborates her place of residence. PN did not provide any utility usage from September 1, 2023, the date she allegedly moved into the rental unit. When asked at the hearing if PN had any bills or mails, PN responded that all the mail goes to her principal residence, which is a residence, that is not the rental unit.
13. The Landlord provided copies of 9 receipts some of which were dated on June 8, 10, 12, 29, 2023, and August 14, 2023, for materials, labour, vanity, sink, paint, tiles, etc. Receipts were also provided for a side table, bathroom vanity and blinds on July 17, 25, 2023. There were 2 receipts from Home Depot for a countertop dated January 31, 2024. There were photographs dated August 15 and 17, 2023 confirming some work was completed with respect to countertops, bathroom, and flooring. These renovations, do not establish residential occupation, only that the Landlord upgraded and made repairs to the rental unit after they vacated.
14. Based on the totality of the evidence, I find the Landlord gave the Tenant the notice of termination in bad faith.

Tenants' Remedies

15. Having proven, on a balance of probabilities, that the Landlord gave the notice of termination in bad faith, and the person listed on the N12 did not occupy the rental unit for at least one year, the Tenants are entitled to a remedy described in subsection 57(3) of the Act.
16. In accordance with subsection 57(3) of the Act, the LTB may consider an order that a Landlord pay a specified sum to a former Tenant as general compensation in an amount not exceeding the equivalent of 12 months of the last rent charged to a former Tenant, and that this order may be made regardless of whether a former Tenant has incurred any actual expenses.
17. I do not find that general compensation in the amount of \$14,540.00 to be warranted in these circumstances. The Tenants were able to find accommodation in the same community, and on the same street. However, given the length of the tenancy of 8 years, the time required to find alternate accommodations while dealing with uncertainty of housing, packing, moving and unpacking their property is enough to cause significant stress and disruption in the household. I find that that general compensation of \$3,256.37 to be reasonable. The Tenants' T5 application was filed on March 23, 2024, therefore, the Tenants are entitled to compensation from March 23, 2023, to June 3, 2023, which is the date the Tenant's vacated. This period factors in the one-year limitation period set out in section 57(2) of the Act. The monthly rent charged was \$1,395.00 which is \$45.86 per

diem x 71 days = \$3,256.37. It is important to note an order under section 57(3) of the Act may be made regardless of whether the Tenants have incurred any actual expenses.

18. The Tenants are also entitled to the difference in rent charged between the old and new rent charges. There was no dispute that the monthly rent was \$1,395.00 when the Tenants vacated the rental unit. The Tenants new lease agreement verifies their monthly rent after vacating the rental unit was \$3,100.00. The Landlord did not introduce evidence to contradict the Tenants' evidence on this issue.
19. The new accommodation is in the same neighbourhood as the rental unit. The Tenants testified that the old rental unit was roughly 1800 square feet, 4 bedrooms, 2.5 baths, garage, front/back yard, and there was a Tenant who resided in the basement. The new rental unit is roughly 2000 square feet, 3 bedrooms which is inclusive of the basement. The Tenants' accommodation was a betterment.
20. The new rental unit is 10% bigger than the old unit plus the Tenant has use of a basement. As such, I find it reasonable that the Landlord pay the Tenant \$11,594.04 calculated as follows: \$3,100.00 new rent - \$1,395.00 old rent = \$1,705.00 difference less \$170.50 which accounts for 10% increase in space less \$568.33 for the basement (\$1705.00-\$170.50-\$568.33=\$966.17 x 12 months = \$11,594.04).

I find the compensation plus the different in rent that the Landlord is required to pay is enough to deter the Landlord from similar conduct in the future. The Board's Interpretation Guideline 16 states that an administrative fine is a remedy to be used to encourage compliance with the Act and to deter Landlords from engaging in similar activity in future: *This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance*".

21. As the Tenants' application is successful, the Tenants are entitled to reimbursement for their costs of filing the application in the amount of \$48.00.
22. This order contains all of the reasons within it and no further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$14,898.41. This amount represents:
 - \$3,256.37 for general compensation claimed;
 - \$11,594.04 for increased rent the Tenants have incurred for the one year period from July 1, 2023, up to June 1, 2024;
 - \$48.00 for the cost of filing the application
2. The Landlord shall pay the Tenants the full amount owing by June 20, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 20, 2026, the Landlord will owe interest. This will be simple interest calculated from June 21, 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 9, 2026
Date Issued

Reshad Nazeer
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.