



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-072263-25

In the matter of: 109 RINGWOOD RD
OAKVILLE ON L6H1K3

Between: ANDRE HUDSON Tenant

And

LANPING HUANG Landlord

ANDRE HUDSON (the 'Tenant') applied for an order determining that LANPING HUANG (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 7, 2026.

The Landlord and the Landlord's legal representative, C. Mole and the Tenant and the Tenant's legal representative, J. van Oordt attended the hearing.

R. Ni acted as interpreter for the Landlord.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
2. 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.
3. There is no dispute between the parties that the Landlord gave the Tenant an N12 notice of termination, the Tenant vacated as a result of the notice, no person indicated in the notice moved into the rental unit, and in fact, the rental unit was listed for sale within a year after the Tenant vacated.

4. As the rental unit was listed for sale, subsection 57 (5) of the Act is engaged. This means that it is presumed that the N12 notice is given in bad faith unless the Landlord proves the contrary.
5. The Landlord testified that when the N12 notice was served to the Tenant, it was her intention to reside there with her husband. In May 2025, the Landlord travelled to China to prepare herself and her husband for the move. She testified that her husband was unwell and spent two days in the hospital due to his diabetes. In June and into July, she testified that it was considered high risk for her husband to travel and he was advised to stay in China to continue to receive medical care. The Landlord submitted medical documents. (DOC-7681886). The documentation indicates that the Landlord's husband was admitted to the hospital on May 26, 2025 and discharged on May 28, 2025. Discharge condition indicates that :
6. The Landlord testified that absent her husband's illness, they would have returned to Canada to reside in the rental unit.
7. On cross examination, the Landlord testified that her husband was diagnosed with diabetes about five years ago and his condition deteriorated and got worse and worse. She testified that she made the decision to sell the house in July 2025 when she realized her husband's condition was not improving. She testified that she wanted to focus on taking care of her husband. She testified that she did not advise the Tenant because she no longer wanted to be a landlord.
8. Based on the evidence before me, I am not satisfied, on a balance of probabilities, that the Landlord has rebutted the presumption of bad faith. The Landlord's husband did not testify at the hearing. I am not satisfied that the contents of the medical documents support the Landlord's position that the Landlord's husband's condition was an unforeseen change in circumstance that prevented the Landlord from moving into the rental unit. The Landlord's husband was diagnosed with Diabetes five years ago. The medical documentation describes the Landlord's discharge condition as essentially normal, with no immediate concerns. Follow up directions indicate to continue with medication after discharge, diet recommendations, blood-glucose monitoring 3 times a week, and to re-check diabetic complications every 6 months. The medical documentation alone does not support an unforeseen change in circumstance.
9. Further, and in the alternative, the Landlord testified that she made the decision to sell the house prior to the Tenant vacating, but did not inform the Tenant because she no longer wished to be a Landlord.

10. In *Elkins v. Van Wissen* [2023 ONCA 789 (CanLII)], the Court of Appeal found that in considering whether a notice of termination was given in bad faith, the LTB should not limit its analysis to the time the N12 was delivered. While *Elkins* involved a notice of termination given under section 49 of the RTA, I think that the case also applies where notice is given under section 48 and the LTB should not restrict its consideration of a landlord's good faith to the point in time when the landlord delivered the relevant notice of termination.
11. The LTB may, depending on the circumstances, find that a landlord acted in bad faith where the circumstances that caused the landlord to deliver the N12 notice changed before the tenant vacated or found alternate accommodations and the landlord did not offer to allow the tenant to remain in or reoccupy the unit. This is the circumstance of the application before me.
12. As a result, I am satisfied that the Landlord gave the N12 notice in bad faith.

Remedies

13. The Tenant is requesting expenses related to moving and storage in the amount of \$19,569.34.
14. The Tenant testified that the home he purchased after vacating the rental unit is half the size. This means that he does not have the same space for storage as he used to. He testified that he had access to 1/3 of an acre at the rental unit and had a heated garage. He testified that he has 10 vehicles/recreational vehicles along with a large amount of items that he has had to store since vacating. He testified that his current home only has a four car driveway with no outdoor storage space and cannot facilitate the space he needs for all his stuff and his cars.
15. The Tenant submitted receipts for his moving costs at \$8,644.50. (DOC-7706523 Pg 29) The Tenant submitted receipts for storage totalling \$10,924.84. This represents storage costs from August 2025 to July 2026 in the amount of \$6,468.12. (DOC-7706523 Pg 30-37) and from November 2025 to July 2026 for parking spaces and 1 storage unit in the amount of \$4,456.72. (DOC-7706523 pg.39-47).
16. Subsection 57 (3) 1.2 allows the Board to order the Landlord to pay the reasonable out of pocket moving, storage or other like expenses. I find that the amount the Tenant is asking for is reasonable. These expenses would not have been uncured but for the Tenant's having to vacate the rental unit pursuant to the N12 notice. An order shall issue for reimbursement of \$19,569.34.
17. The Tenant is requesting general compensation in the amount of \$ 29,954.88.
18. The Tenant testified that he lived in the rental unit since 2017. He lived in the unit with his wife and two children. He testified that he purchased a home roughly 7 minutes away from the rental unit that is on a busier street. The Tenant testified that if the Landlord had informed him of the change of plans, he would have stayed at the rental unit. He testified that given the timeline, he had not closed on the house, and he would have preferred to have stayed.

19. Subsection 57 (3) 1.1 says that the Board can order the Landlord to 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. (rent abatement)
20. Based on my knowledge of similar cases, I am satisfied that the Tenant is entitled to general compensation in the amount of \$5,000.00. I acknowledge that the Tenant lived in the rental unit for 8 years and would not have vacated but for receiving the N12 notice. The Tenant remained relatively close to the rental unit, and I did not hear of any adverse consequences not contemplated in the usual course of having to move. As such, an order shall issue for general compensation in the amount of \$5,000.00.
21. The Tenant requested that the Landlord pay an administrative fine.
22. The Board's Interpretation Guideline 16 provides insight into the Board's use of fines and 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 the 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."
23. In this case, as the Tenant has been awarded a substantial monetary remedy, I find that this provides sufficient deterrent. The request for an order for an administrative fine is denied.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$24,617.34. This amount represents:
 - \$19,569.34 for the reasonable moving, storage and other like expenses that the Tenant has and will incur as a result of having to move out of the rental unit.
 - \$5,000.0 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 27, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 27, 2026, the Landlord will owe interest. This will be simple interest calculated from June 28, 2026, at 4.00% annually on the balance outstanding.

June 16, 2026
Date Issued

Emily Robb
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.