



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-094860-25

In the matter of: B, 275 Munro St
Thunder Bay ON P7A2N3

Between: Evan Kytayko Tenant

And

Samantha Ruberto Landlord

Evan Kytayko (the 'Tenant') applied for an order determining that Samantha Ruberto (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on June 9, 2026.

Only the Tenant attended the hearing.

The Landlord was not present or represented at the hearing throughout the entire full day hearing block, although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. My review of the LTB record shows that the Notice of Hearing was mailed to the Landlord at the address of the residential complex. This was the Landlord's last known address and the only address given to the Tenant. The Tenant attempted to contact the Landlord by telephone; however his attempts were unsuccessful. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall pay the Tenant the difference in the monthly rent the Tenant has to pay for one year in the total amount of \$6,000.00, and the cost of the application.

Landlord gave N12 for own use in bad faith

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. The rental unit was located in the basement of the Landlord's home. The Tenant resided in the rental unit for 8 years.
 4. On April 28, 2025, the Landlord gave the Tenant a notice of termination N12 for Landlord's own use. The termination date set out the notice of termination was June 30, 2025. The Tenant moved out pursuant to the notice of termination on or about July 1, 2025.
 5. The Landlord did not move into the rental unit.
 6. About four months after vacating the rental unit, the Tenant discovered that the rental unit was advertised on Airbnb for short term rental. The rental unit continues to be advertised on Airbnb. The Tenant submitted into evidence screenshots of the advertisements on Airbnb.
 7. The Tenant testified that after he moved out of the rental unit, his monthly rent increased by \$500.00 every month. He had to find alternate accommodation quickly and there was a dearth of available rentals in the community. His current unit is smaller than the rental unit he had occupied for 8 years.

Remedies

8. The Tenant requested compensation for the increased rent that the Tenant has and continues to incur for a one-year period after the Tenant moved out of the rental unit a rent differential for one year in the total amount of \$6,000.00.
9. Based on the uncontested evidence before me, I find that the Tenant proved all of the requirements in subsection 57(1)(a).
10. As such, the Tenant is entitled to the difference in the increased rent that the Tenant has and continues to incur for a one-year period after the Tenant moved out of the rental unit in the total amount of \$6,000.00 (12x \$500.00).

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$6,048.00. This amount represents:
 - \$6,000.00 for increased rent the Tenant has and continues to incur for the one-year period from July 1, 2025 to June 30, 2026.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by July 7, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 7, 2026, the Landlord will owe interest. This will be simple interest calculated from July 8, 2026 at 4.00% annually on the balance outstanding.

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

June 19, 2026
Date Issued

Jana Rozehnal
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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