



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-071313-25

In the matter of: 35 Bexhill Ave
Scarborough ON M1L3B5

Between: Richard Baker
Vicki Baker Tenant

And

Abdullah Baran Landlord
Salih Baran

Richard Baker and Vicki Baker (the 'Tenant') applied for an order determining that Abdullah Baran and Salih Baran (the 'Landlord') gave a notice of termination in bad faith.

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

The Landlords and the Tenants attended the hearing.

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 Tenants an N12 notice of termination, that the Tenant's vacated as a result of the notice, and that the Landlord entered into a new tenancy agreement in May 2025.

4. As the Landlord re-rented the unit in May 2025, 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, A. Baran testified that the intended occupants on the N12 did not move into the rental unit because after the N12 was issued, several things changed. The intended occupants on the N12 were his father, Salih Baron, (the other Landlord), his mother (the other Landlord's spouse) and his sister (the other Landlord's child).
6. A. Baron testified that S. Baran and his spouse went to Turkey in May 2024. While in Turkey, S. Baran's spouse had surgery on her wrist and legs. As a result of this, their return date was postponed until October 30, 2024.
7. A. Baron testified that S. Baran and his spouse could not move into the rental unit in October because the unit was damaged and required repairs. He testified that repairs were carried out and finished by December 20, 2024.
8. A. Baron testified that ultimately, S. Baran and his spouse did not move into the unit because S. Baran's spouse was still recovering from her surgery and required assistance. As such, his parents stayed with family close to where the rental unit was located.
9. A. Baran testified that his sister, the other Landlord's daughter, did not move into the rental unit because she was attending graduate school in Australia. He testified that she finished her undergrad in 2023 and wrote the MCAT exam in April 2024. A decision was made in August 2024 for her to attend medical school in Australia.
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. 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. While I accept that the Landlord's spouse underwent surgery in Turkey in August 2024, I am not satisfied that this was a material change in circumstance that prevented the occupancy of the rental unit. I say this because there was nothing before me to confirm that the Landlord's spouse's condition was such that living in the rental unit became impossible. Further, but for the Landlord's daughter attending medical school in Australia, it would be reasonable to presume that the Landlord and his spouse could move into the rental unit with her. The decision to go to medical school took place prior to the Tenant's vacating the rental unit. As such, I am satisfied on a balance of probabilities, that the Landlord gave the N12 notice of termination in bad faith.

Remedies

12. The Tenant requested a rent differential. The Tenant's rent at the old unit was \$2,400.00. The rent for the unit the Tenant's moved to is \$3,500.00.
13. The Tenant testified that the old unit contained 4 bedrooms with a finished basement. The house they moved into was a much smaller 3-bedroom house about 10 minutes away from the rental unit. A copy of the lease was submitted confirming a monthly rent of \$3,500.00 (DOC-7712632).
14. I am satisfied that the Tenant's request for a rent differential is warranted and shall be awarded. The rent differential is calculated as \$1,100.00 x12, totalling \$13,200.00.
15. The Tenant requested costs associated with moving in the amount of \$1,000.00. The Tenant produced a invoice from T.O. Roofing and Snowplowing dated September 9, 2024 in the amount of \$1,000.00. The details confirmed in the invoice indicate that the Tenants rented a truck for the August 30, 2024- September 2, 2024 weekend and the September 6, 2024 – September 8, 2024 weekend (DOC-6279219, page 43). I am satisfied that this cost is directly associated with the Tenants moving out of the rental unit, is reasonable and it shall be awarded.
16. The Tenant is seeking general damages in the amount of \$20,943.36.
17. Section 57 (3) 1.1 of the Act gives the authority to 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).
18. The Tenant's application bases the request for compensation on one of the Tenants losing an income source as a result of having to move. I take this into consideration as a factor when assessing whether a remedy for general compensation is appropriate. The Tenants testified that they lived in the rental unit in 2014. They lived in the unit with their two children, ages 15 and 22. The children did not need to change schools as a result of the move. V. Baker ran a home daycare from the unit, but as a result of the move, she lost families due to the new unit not being close to the school in which she serviced.
19. Based on the Tenant's testimony and my knowledge of similar cases, I am satisfied that the Tenant's are entitled to general compensation in the amount of \$5,000.00. The Tenants were long term tenants having lived in the rental unit for 10 years prior to receiving the N12 notice. In coming to this determination, I note that the Tenant's children were not overly impacted by the move, having heard that it did not result in having to change schools, etc.
20. The Tenant's requested that the Landlord pay an administrative fine to the LTB.
21. An administrative fine is a remedy used by the Board to encourage compliance with the Act, and to deter a landlord from breaching the Act in the future, if other remedies will not provide adequate deterrence and compliance. In this matter, I am satisfied that the remedy provided to the Tenants is sufficient to deter the Landlord from breaching the Act with

similar activity in the future. I therefore find that an administrative fine is not required to encourage the Landlord's compliance with the Act.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$19,248.00. This amount represents:
 - \$13,200.00 for increased rent the Tenant has incurred for the one-year period from September 1, 2024, to August 31, 2025.
 - \$1,000.00 for the reasonable moving, storage and other like expenses that the Tenant has incurred as a result of having to move out of the rental unit.
 - \$5,000.00 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 28, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 28, 2026, the Landlord will owe interest. This will be simple interest calculated from June 29, 2026 at 4.00% annually on the balance outstanding.

June 17, 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.