



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

File Number: LTB-T-106756-25

In the matter of: 1365 MARY ST N
OSHAWA ON L1G6T2

Between: DION GARCIA LANDON
ALEXIS LANDON
BLAZE LANDON
ECHO LANDON
CINDI LANDON
Tenants

And

DEIVANAI RAMALINGAM
KESAVAN RAMALINGAM
GUNASUNDARI MUTHURAMALINGAM
GURUSAMY RAMALINGAM
Landlord

DION GARCIA LANDON, ALEXIS LANDON, BLAZE LANDON, ECHO LANDON and CINDI LANDON (the 'Tenants') applied for an order determining that DEIVANAI RAMALINGAM, KESAVAN RAMALINGAM, GUNASUNDARI MUTHURAMALINGAM, and GURUSAMY RAMALINGAM (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on June 15, 2026.

The Landlord, Kesavan Ramalingam, and the Tenants, Dion and Cindi Landon, attended the hearing. As a Preliminary matter, the Landlords' former legal representative, Thirusenthuran Sivapatham, was removed as a party to the hearing with the consent of both the Landlords and the Tenants.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay to the Tenants \$7404.00, the full amount of compensation claimed in the application.

2. The Landlord gave an N12 for own use in bad faith. 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 Tenants proved all of the requirements in subsection 57(1)(a).
4. The Landlords served the Tenants with an N12 Notice in August of 2024 which claimed that the Landlords required the rental use for use by family members. That N12 did not result in an L2 being filed.
5. A further N12 Notice was served in November 2024 with Affidavits attached indicating that the Landlord's parents and wife intended to occupy the rental unit (DOC 7014219). A hearing of the L2 application was scheduled to take place on May 21, 2025. On that date a mediated agreement was reached between the parties with an extended termination date of July 31, 2025.
6. The Tenant Dion Landon testified on behalf of all of the Tenants. He testified that he waited until December of 2025 to determine if the Landlords had moved into the rental unit. He looked through the windows and observed that there was no furniture. He drove by the home on numerous occasions to see the driveway piled high with snow. He spoke to the neighbour, Claire Holmes, who advised him that no one lived at the home. He provided an email from Ms. Holmes confirming this (DOC 8120572). I did not need to place any reliance on Ms. Holmes' email although I did not disbelieve it.
7. The Tenant believes that the N12 Notice was delivered in retaliation for his refusing to agree to pay the Landlord several above guideline rent increases in the period March 2022 to 2024. DOC 7014198 is a Notice of Rent increase seeing a \$50.00 rent increase on a base rent of \$2200.00 per month which the Tenant refused to pay. A second attempt to illegally increase the rent by \$70.00 in June 2022 (DOC 7014195) was also rebuffed by the Tenant who then agreed to an increase of \$27.00 per month. In 2023 a proper Notice of Rent Increase raised the rent to \$2283.00. The Tenants did not receive a rent increase notice in 2024; rather, they received an N12 for each member of their household including their minor children.
8. The Tenant presented documentary evidence to show that the property was not being maintained after they vacated (DOC's 8108851, 58, 62, 71 and 79).
9. The Tenant also produced photographs (DOC 8108889 and 8112071) of Notices from the City of Oshawa notifying the Landlord that the grass was too high and that the City would cut the grass and charge back the Landlord for this service if the grass was not attended to by June 5, 2025. On June 7 the grass was still not cut.
10. The Landlord did not cross examine the Tenant.

11. The Landlord testified that his father did not move into the house because he died in April 2025, a fact that was not revealed to the Tenants at the mediation. The Landlord testified that his mother did not move in because she was so overwrought by her husband's death and then she needed knee surgery and could not manage the stairs of the home.
12. In the Landlords' Book of Documents (DOC 8111640) at page 2 the Landlord produced proof of his wife's change of address to the rental unit. On page 3 he showed a picture of a package with the rental unit address that had been delivered by UPS. He showed several very low Enbridge bills at pages 7 and 11 and evidence of snow shovelling at page 4. Finally, he showed a Certificate of Insurance at DOC 8112134 that purports to show that the unit is insured as being owner occupied.
13. The Landlord testified that he moved into the unit in August of 2025 and that the Tenants' failure to see him could be attributed to his work schedule and a trip to India to observe the one year anniversary of his father's death.
14. In response to questions by me, the Landlord admitted that his wife does not live in the rental unit rather she resides in the United States. Further questions by me caused the Landlord to show me where he sleeps as proof that he resides in the unit. The Landlord showed me an unmade single bed in the basement with a knapsack beside it.
15. I asked to see the upstairs of the home. The Landlord showed me the inside of the refrigerator which did not contain one ounce of food or liquid. The living room is devoid of any furnishings and the Landlord admitted there is no furniture on the upper floor either.
16. On the basis of the extensive evidence before me, some from the Tenant and some from the Landlord, I have reached the conclusion that neither the Landlord nor any of his family members have genuinely resided in the rental unit since the Tenants vacated on July 31, 2025..
17. Further, the Landlord has not provided me with any convincing evidence that unforeseen events arose after the Tenants vacated that prevented the Landlord from using the rental unit for residential occupation for at least one year. In fact, the Landlord took the opposite approach and attempted to persuade me that he does live here which I have found to be untrue.
18. Accordingly, I find that the Tenants vacated the rental unit as a result of an N12 Notice that was given in bad faith and the Landlord or his family members did not occupy the rental unit within a reasonable time after the Tenants vacated.

Remedies

19. The Tenants paid \$2283 per month at the rental unit which is \$617.00 less than the \$2900.00 they are currently paying.
20. The evidence showed that on August 1, 2025, the Tenants moved into their current residence which is a 3 bedroom home. Despite having to pay more for the current rental unit, the Tenants 2 boys are required to share a bedroom because there are less bedrooms in the new rental.

21. The Tenant also described his stress and desperation in looking for a new rental because the couple has a low income and many potential landlords were reluctant to rent to them.
22. Therefore, I find that the Landlords must pay the Tenant \$7,404.00 for the increased rent that the Tenants have incurred or will incur for a one-year period after the Tenants moved out of the rental unit.
23. The Tenants did not claim any additional remedies.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$7,452.00. This amount represents:
 - \$7,404.00 for increased rent the Tenants have incurred for the one-year period from August 1, 2025 to July 31, 2026.
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by June 28, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by June 28, 2026, the Landlords 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

Christina Budweth
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.