



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

File Number: LTB-T-091754-23

In the matter of: 815, 30 MEADOWGLEN PL
TORONTO ON M6E4G4

Between: Marwa Dimassi Tenant

And

Ganesh Singh Landlord
Mary Ann Singh

Marwa Dimassi (the 'Tenant') applied for an order determining that Ganesh Singh and Mary Ann Singh (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on June 18, 2026.

The Landlord, the Tenant's Legal Representative, Sarah Teal, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, The Landlords shall pay the Tenant \$11,538.98.
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 Tenant moved into the rental unit in August 2020. The rental unit was a one bedroom plus den condominium unit with two bathrooms and a storage locker. The rent was \$1,700.00 per month when the Tenant vacated.

4. There is no dispute that the Landlords served the Tenant with an N12 notice on October 20, 2022. The N12 notice stated that the Landlords required vacant possession of the rental unit for residential occupation by first-named Landlord, Mr. Singh.
5. The Tenant vacated the rental unit on November 30, 2022, after receiving the N12 notice. I find that the Tenant vacated the rental unit as a result of the N12 notice.
6. The remaining issues are whether the N12 notice was served in bad faith and whether Mr. Singh occupied the rental unit within a reasonable time after the Tenant vacated.

Bad Faith:

7. The evidence establishes that the rental unit was listed for sale on December 22, 2022, and sold in January 2023, less than one year after the Tenant vacated. In accordance with subsection 57(5) of the Act, there is a rebuttable presumption that the N12 notice was served in bad faith. The onus therefore shifts to the Landlords to establish, on a balance of probabilities, that the N12 notice was not served in bad faith.
8. I find that the Landlord has not met that onus.
9. The Tenant testified that, before the N12 notice was served, Mr. Singh sent her a text message on or about October 4, 2022, indicating that the Landlords intended to sell the rental unit because the property was causing financial hardship. Mr. Singh did not dispute that, before serving the N12 notice, he had considered selling the rental unit because of financial concerns.
10. Mr. Singh testified that the decision to purchase the condominium had caused tension in his marriage and that his wife blamed him for the financial difficulties associated with the property. He testified that, during an argument, his wife told him that he should go live in the rental unit. He stated that he then decided to serve the N12 notice because he intended to move into the rental unit.
11. Mr. Singh further testified that the decision was made during a period of marital stress and was short lived. He stated that, after the N12 notice was issued, the Tenant gave him an N9 notice on or about November 20, 2022, and vacated the rental unit by November 30, 2022. Mr. Singh testified that he and his wife mistakenly believed that, because the Tenant had given her own notice to terminate, he was no longer required to occupy the rental unit for one year.
12. Mr. Singh testified that he moved into the rental unit on December 1, 2022, and moved back to the family home on or about December 10, 2022, because being away from the home and children was not workable. He stated that he and his wife then decided to list the rental unit for sale.
13. In *Elkins v. Van Wissen*, 2023 ONCA 789, the Court of Appeal confirmed that the Board must consider all relevant evidence when determining whether an N12 notice was served in bad faith and should not restrict its analysis to the landlord's stated intention at the time the notice was served.

14. Based on the evidence before me, I do not find the Landlords' explanation persuasive. The evidence does not establish that the Landlords' plan changed because of an unforeseen event that arose after the Tenant vacated. Rather, the circumstances relied upon by the Landlords existed before the N12 notice was served. The Landlords already had children, employment obligations, family responsibilities, financial concerns, and marital stress when the N12 notice was issued. Those circumstances were not new or unforeseen.
15. I also find the timing of the Landlords' communications and conduct to be significant. On or about October 4, 2022, the Landlords communicated with the Tenant about selling the rental unit because of financial stress. On October 20, 2022, the Landlords served the N12 notice for Mr. Singh's own occupation. The Tenant vacated on November 30, 2022. Mr. Singh testified that he stayed in the rental unit for approximately 10 days. The unit was then staged, listed for sale in December 2022, and sold in January 2023.
16. This sequence of events supports the Tenant's position that the Landlords' true objective was to obtain vacant possession so that the rental unit could be staged and sold. It is inconsistent with a genuine intention to occupy the rental unit for residential purposes for at least one year.
17. Considering all of the evidence before me, I find that the N12 notice was served in bad faith.

Whether the Landlord Occupied the Rental Unit Within a Reasonable Time

18. The Tenant testified that, from the photographs posted for the sale listing, she believed that Mr. Singh never occupied the rental unit after she vacated. She stated that the unit appeared to be empty of ordinary personal belongings, including toiletries, towels, and other items that would normally suggest that someone was residing there.
19. Mr. Singh testified that he moved into the rental unit on December 1, 2022, and moved out on December 10, 2022. However, the Landlords did not provide reliable documentary evidence to support that assertion. The Landlords did not provide evidence that Mr. Singh changed his mailing address, transferred utilities, set up internet service, moved furniture into the rental unit, or otherwise took steps consistent with making the rental unit his residence. Mr. Singh's evidence was that he brought only minimal personal items, such as bedding or a pillow.
20. I do not accept that this establishes residential occupation within the meaning of section 48 of the Act. Even if Mr. Singh briefly stayed in the rental unit for approximately 10 days, I find that this did not amount to genuine residential occupation for the purpose required by section 48.
21. The evidence before me is more consistent with the rental unit being prepared for sale than being occupied as a home. The listing photographs relied on by the Tenant show the unit staged for sale and largely absent of ordinary personal belongings.
22. In these circumstances, I find, on a balance of probabilities, that Mr. Singh did not occupy the rental unit for residential purposes within a reasonable time after the Tenant vacated.

23. Accordingly, I find that all of the elements of the legal test in section 57 of the Act have been satisfied, and the Tenant is entitled to a remedy.

Remedies

24. The Tenant requests the following remedies:

- Rent differential, totaling \$600.00.
- Moving expenses, totaling \$738.98
- General compensation, totalling \$20,400.00.

25. The Landlord must pay a fine to the Board.

The Rent differential:

26. The Tenant testified that her new rental unit is smaller, has less storage, and is located farther away. The new monthly rent is \$1,750.00, which is \$50.00 more than the rent charged for the rental unit.

27. I find that the two rental units are comparable. Therefore, the Tenant is entitled to their request for a rent differential. The Tenant's Legal Representative submitted the new lease agreement as evidence during the hearing.

28. Therefore, I find that the Tenant is entitled to a rent differential for 12 months. The Landlords shall pay the Tenant \$600.00, calculated as follows: \$50.00 x 12 months = \$600.00.

Moving cost:

29. In the application, The Tenant claims \$738.98 for moving and storage expenses.

30. The Tenant testified that she incurred these expenses because she had to move after receiving the N12 notice and because the new rental unit was smaller than the rental unit she vacated. She testified that she could not bring all of her belongings to the new unit, so some of her belongings were initially stored with a friend and later moved into paid storage. The Tenant provided receipts in support of these expenses.

31. I am satisfied that these expenses were incurred as a result of the move and that they are reasonable out of pocket moving and storage expenses within the meaning of paragraph 57(3)1.2 of the Act.

General compensation:

32. The Board's authority to order general compensation is found at section 57(3) (1.1), which states:

An order that the Landlords 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 [Emphasis added]

33. The Tenant occupied the rental unit from August 2020 to November 2022. She had intended to continue living there and that she vacated because of the N12 notice.
34. The Tenant testified that being required to move caused financial, emotional, and personal hardship. She had difficulty finding another rental unit within her budget in the same area and ultimately moved to a smaller unit in Pickering. The Tenant further testified that the move occurred while she was going through a separation, which made the process more stressful and left her feeling overwhelmed and alone. She further stated that the move disrupted her connection to her community, including a nearby mosque that had been an important source of friendship and support, and made her workplace, friends, and community supports less accessible.
35. Based on the Tenant's evidence, I accept that the move caused financial inconvenience, disruption to community connections, and emotional stress. I also accept that these impacts were more significant because the Tenant was already experiencing personal stress at the time she had to move.
36. Considering the length of the tenancy, the circumstances of the bad faith notice, the disruption caused by the move, the Tenant's loss of community connection, and the fact that the Landlords' conduct caused the Tenant to leave her home unnecessarily, I find that general compensation equivalent to six months of rent is fair in all the circumstances.
37. The last rent charged was \$1,700.00 per month. The Landlords shall pay the Tenant \$10,200.00 in general compensation, calculated as follows: $\$1,700.00 \times 6 \text{ months} = \$10,200.00$.

Administrative Fine

38. The Board's Guideline 16 suggests that the purpose of a fine is to encourage compliance with the Act and to deter landlords from engaging in similar activities in the future. It goes on to say, "this remedy is most appropriate in cases where the landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance."
39. I find that the actions of the Landlord in this case do demonstrate a blatant disregard for the Act. However, I find that the remedies already awarded should provide adequate deterrence from engaging in similar acts. As such, no fine shall be ordered.
40. This order contains all of the reasons intended to be given; no further reasons shall issue.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$11,586.98. This amount represents:

- \$600.00 for increased rent the Tenant has for the one-year period from December 1, 2022, to November 30, 2023.
 - \$738.98 for the reasonable moving, storage and other like expenses that the Tenant has as a result of having to move out of the rental unit.
 - \$10,200.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by July 30, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by July 30, 2026, the Landlord will owe interest. This will be simple interest calculated from July 31, 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 30, 2026
Date Issued

Joy Xiao
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.