



Order under Section 57 Residential Tenancies Act, 2006

Citation: Coakley v Pathria, 2026 ONLTB 49654

Date: 2026-06-24

File Number: LTB-T-006835-26

In the matter of: 54 WAYSIDE LANE
ST THOMAS ON N5P0G5

Between: Steven Charles Edward Coakley Tenant

And

Naveen Pathria Landlord

Steven Charles Edward Coakley (the 'Tenant') applied for an order determining that Naveen Pathria (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on June 3, 2026.

Only the Tenant attended the hearing. The Tenant's spouse, Danielle Denise Martin also attended the hearing.

As of 10:29 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. 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 must pay to the Tenant \$5,048.00.
2. The residential unit is a single detached dwelling. The Tenant vacated the house on February 15, 2025.
3. This application alleges that the Landlord served the N12 notice of termination in bad faith.

Tenant's Evidence, Steven Coakley (SC)

4. SC testified that he received an N12 notice of termination from the Landlord on November 29, 2024 with a termination date of February 15, 2025. The Tenant stated that the notice showed that the Landlord, her spouse, her child and her parent would be moving into the rental unit.

5. The Tenant, his spouse and his two teenage daughters voluntarily left the house based on the notice of termination. SC stated that they ultimately purchased a house although they did not get to save sufficient money prior to buying the house.
6. The Tenant stated that he attended at the rental house on March 5, 2025 to check to see if any of his mail had been delivered there and he met the new tenants who were residing in the rental unit. SC stated that the new tenants provided them with a copy of their lease showing that they moved into the unit in March of 2025. A copy of that lease was entered into as evidence.
7. Further, the Tenant provided a copy of a rental advertisement for the rental unit dated February 19, 2025 which showed that the unit was being rented out for \$3,000.00 per month.
8. The Tenant stated that he was very angry that he and his family were forced out of their home and that he sent a message to the Landlord but received no response.
9. SC stated that when they resided in the rental unit, their daughters were bussed to and from school and now at their new house there are no buses for the girls to travel to school. SC stated that his wife must now stay up after her midnight shift to drive the girls to school every day.
10. The Tenant stated that they had to incur moving expenses of \$1,800.00 which he paid cash for as the mover was a friend. He also stated that he had to re-wire the dog kennel at an expense of \$500.00 and he provided a receipt for this cost.
11. The Tenant is seeking compensation of \$15,000.00 due to the fact that they had to purchase a house earlier than they planned, the issues with the lack of bussing of the girls, the stress and emotional upset of moving and the girls' emotional stress and tension.

Analysis

12. 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.
13. There is no question that the first, second and third of these criteria have been met as the Landlord served an N12 notice on the Tenant, the Tenant vacated the rental unit as a result of the N12 notice of termination and no person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated. I must determine whether or not the Landlord gave the N12 notice of termination in bad faith.

14. For the first test of “bad faith” under subsection 57(5) of the Act it is presumed, unless the contrary is proven on a balance of probabilities, that the Landlord gave a “bad faith” notice, if at any time during the period from the date of the notice to one year after the Tenant vacated the unit, that the Landlord:
1. advertises the rental unit for rent;
 2. enters into a tenancy agreement in respect of the rental unit with someone other than the former tenant;
 3. advertises the rental unit, or the building that contains the rental unit, for sale;
 4. demolishes the rental unit or the building containing the rental unit; or
 5. takes any step to convert the rental unit, or the building containing the rental unit, to use for a purpose other than residential premises.
15. The Tenant’s uncontested evidence and corroborating rental listing confirms that the Landlord advertised the rental building for rent on February 19, 2025, 4 days after the Tenant vacated. Further, the lease with the new tenants confirmed that the Landlords are not residing in the rental unit.
16. Based on the above, I am satisfied that the Landlord gave this notice to the Tenant in bad faith.
17. Having made this finding, I find that the Tenant is successful with his T5 application.

Remedies

18. The Tenant requested moving and storage costs in the amount of \$1,800.00 and a dog kennel re-wiring cost of \$500.00. Although the Tenant provided a receipt for the dog kennel, I am not satisfied that this expense is an appropriate claim and am denying this claim. Regarding the moving expense of \$1,800.00, no invoice was provided and as such, no amount will be awarded for moving expenses.
16. The Tenant requested compensation of \$15,000.00 due to the Tenant’s submission that he was forced to purchase a house before he planned, the problems he incurred with his daughters’ transportation to school, the stress and interruption of moving and the resulting effects that it had on his daughters’ emotional health. It is of course unfortunate that this move caused the Tenant’s daughters emotional stress and I am sure that everyone would have been affected in one way or another. However, no specific information was provided to substantiate such a high award for compensation.
17. Having considered the circumstances in this case, I find it appropriate to order the Landlord to pay \$5,000.00 to the Tenant in general compensation for the emotional distress, the serious disruption and the inconvenience caused by the Landlord serving this notice in bad faith.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$5,048.00. This amount represents:
 - \$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 July 5, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 5, 2026, the Landlord will owe interest. This will be simple interest calculated from July 6, 2026 at 4.00% annually on the balance outstanding.

June 24, 2026
Date Issued

Carrie Bertrand
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.