



Order under Section 57 Residential Tenancies Act, 2006

Citation: Masset v Mahdinejad, 2024 ONLTB 63623

Date: 2026-06-30

File Number: LTB-T-056775-22

In the matter of: 18 DEVINS DRIVE W
AURORA ON L4G2Z1

Between: Jules Masset Tenant

And

Alireza Mahdinejad Landlord

And

Giovanni Zappulla Purchasing
Guisepina Zappulla Landlords

Jules Masset (the 'Tenant') applied for an order determining that Alireza Mahdinejad (the 'Landlord') and Giovanni Zappulla and Guisepina Zappulla (the 'Purchasing Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on August 20, 2024.

The Landlord, the Landlord's legal representative, Sassan Emam, Guisepina Zappulla (the 'Purchasing Landlord'), the Purchasing Landlords' legal representative, Sam Ursino, and the Tenant attended the hearing. Saeid Bokharaie attended the hearing as a witness for the Landlord and Sam Beninato attended the hearing as a witness for the Purchasing Landlord.

Determinations:

1. As explained below, the Tenant proved the allegations against the Landlord contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$8,390.46.
2. As also explained below, the Tenant did not prove the allegations against the Purchasing Landlords contained in the application on a balance of probabilities. Therefore, the application against the Purchasing Landlords is dismissed.
3. Subsection 57(1)(b) 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 49 of the Act;
 - The Tenant vacated the rental unit as a result of the N12 notice of termination;
 - No person referred to in subsection 49(1) or 49(2) 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.
4. The parties agreed that the Landlord gave the Tenant an N12 notice of termination under section 49 of the Act, that the Tenant vacated the rental unit on April 4, 2022 because of the N12 notice, and that no person referred to in subsection 49(1) or 49(2) of the Act occupied the rental unit within a reasonable time after the Tenant vacated.
 5. The parties also agreed that the rental unit was rented to a third party as of June 1, 2022.
 6. The Landlord testified that he served the N12 notice for purchaser's own use on the Tenant because his real estate agent, Saeid Bokharaie, told him to do so. He said he was experiencing financial difficulty and just wanted to sell the building. He had no personal preference with respect to the Tenant vacating the rental unit or continuing the tenancy with the Purchasing Landlords. He said he did not draft or review the MLS listing for the property. He said that he did not personally know if the Purchasing Landlords intended to move into the rental unit. I found the Landlord's testimony to be credible and reliable. I find that he had little knowledge with respect to this type of real estate transaction or with respect to the Tenant's rights or his obligations under the *Residential Tenancies Act* in this type of situation. He clearly relied on Saeid Bokharaie's expertise in this matter and took direction from him.
 7. Saeid Bokharaie testified that the Purchasing Landlords' real estate agent told him that the Purchasing Landlords were going to move into the rental unit. He did not produce any documentation to support this allegation.
 8. Sam Beninato, the Purchasing Landlords' real estate agent, denied telling Saeid Bokharaie that the Purchasing Landlords wanted to move into the rental unit. He testified that he told Saeid Bokharaie that the Purchasing Landlords were investors and that they wanted to the rental unit as an investment property.
 9. The Purchasing Landlord testified that they never intended to move into the rental unit and that they never communicated this to their real estate agent. They said they had their own home and purchased the rental unit as an investment property.
 10. Neither the Landlord nor Saeid Bokharaie produced any documentation to support the allegation that Sam Beninato or the Purchasing Landlords communicated that they intended to move into the rental unit.
 11. I find on a balance of probabilities based on the evidence before me that there was no communication or other indication from the Purchasing Landlords or Sam Beninato to the Landlord or Saeid Bokharaie that the Purchasing Landlords intended to move into the rental unit. The burden of proving that such a communication occurred rests on the Landlord and they have not met this burden. I find the Purchasing Landlord and Sam

Beninato to be more credible than Saeid Bokharaie and their testimony to be more consistent with the real estate transaction documents and correspondence. As a result, I find that the Landlord served the notice of termination in bad faith and I find that the Purchasing Landlords had no involvement in the service of this notice.

12. I further find that Saeid Bokharaie caused the Landlord to serve the notice in bad faith by communicating to him that the Purchasing Landlords intended to move into the rental unit. While it is possible, with the most generous interpretation, that Saeid Bokharaie mistakenly confused the Purchasing Landlords desire for vacant possession to be an expression of a desire to move into the rental unit, I find it more likely that he simply disregarded the Tenant and their rights so that he could pursue this lucrative real estate transaction.
13. Although I find the Landlord acted on the information provided to him by Saeid Bokharaie, he still must bear responsibility for giving the notice of termination in bad faith.

Remedies

14. The difference in rent for a one year period between the rental unit and the Tenant's subsequent rental unit is \$7,290.00 per year. Although the subsequent rental unit is somewhat larger, I do not find the difference in size to be significant enough to reduce the rent differential to be awarded. Therefore, I find that the Landlord must pay the Tenant \$7,290.00 for the increased rent that the Tenant incurred for a one-year period after the Tenant moved out of the rental unit.
15. With respect to the claim for moving expenses, I am satisfied that the following expenses ought to be compensated:
 - new account set up fee for the electrical account in the amount of \$58.50
 - mail forwarding charge in the amount of \$65.82
 - moving expenses in the amount of \$840.00
 - Uhaul boxes in the amount of \$33.95
 - wrapping in the amount of \$49.19
16. I do not find the remainder of the amounts claimed to be compensable under the Act. The payment of first and last month's rent and (potentially unlawful) deposit at the Tenant's subsequent rental unit is not compensable as these are housing expenses, not moving expenses, and the rent differential award covers the increase in housing expenses already. Similarly, the increased amounts the Tenant is paying for utilities is not compensable as these are related to usage rather than to moving. The remainder of the items claimed are either too remote (e.g. lawnmower, vet bills, pots and pans, home insurance), not substantiated (e.g. gas for moving/errands, cleaning expenses, chiropractic expenses), or unrelated to the move (e.g. handyman, water cooler and water expenses at new unit).
17. Therefore, I find that the Landlord must pay the Tenant \$1,047.46 for the reasonable out-of-pocket moving, storage and other like expenses that the Tenant has incurred as a result of having to move out of the rental unit.

18. I do not find it appropriate to impose a fine in this case as the amount ordered should be sufficient to ensure future compliance with the Act.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$8,390.46. This amount represents:
 - \$7,290.00 for increased rent the Tenant has incurred for the one-year period after vacating the rental unit.
 - \$1,047.46 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.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by July 10, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 10, 2026, the Landlord will owe interest. This will be simple interest calculated from July 11, 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

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

Richard Ferriss

Member, Landlord and Tenant Board

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