



Order under Section 57 Residential Tenancies Act, 2006

Citation: Lin v Li, 2026 ONLTB 49482

Date: 2026-06-30

File Number: LTB-T-005823-26

In the matter of: 2436 Felhaber Crescent
OAKVILLE ON L6H7N8

Between: Min Lin
Xing Wu
Tenants

And

Xinxi Li
Landlord

Min Lin, Xing Wu and Eugene Wu (the 'Tenants') applied for an order determining that Xinxi Li (the 'Landlord') gave a notice of termination in bad faith.

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

Only the Tenants attended the hearing. The Tenants advised that Eugene Wu was never a Tenant and did not reside in the rental unit.

As of 9:58 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 Tenants' evidence.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants \$4,020.34 for moving and storage fees, general compensation and the application fee.
2. The residential unit is a single detached dwelling. The Tenants vacated the house on February 15, 2025 after residing there since November 27, 2021.
3. This application alleges that the Landlord served the N12 notice of termination in bad faith.

Tenant's Evidence, Xing Wu (XW)

4. XW testified that he received an N12 notice of termination from the Landlord on October 30, 2024 with a termination date of January 26, 2025. The Tenant stated that the Landlord

told him that he and his family wanted to move to Canada (from China) so that his 12-year-old son could attend school in Canada. The Tenant then signed an agreement to vacate the house by February 15, 2025 so that the Landlord and his family could move in.

5. The Tenant stated that he was not able to afford to rent another house in the same area as the prices were too expensive so he moved to Kanata with his family. He stated that Kanata has good schools and more affordable rent.
6. XW stated that his son struggled in the new school because the Ottawa school system has a higher level of French. He stated that his son also had to move away from good friends and a school that he was comfortable in which caused him emotional stress.
7. The Tenant stated that he noted on August 14, 2025 that the Landlord had listed the house for sale and that the house sold in October of 2025. XW was very angry to see that the Landlord did not move into the house himself and he felt that the Landlord “was cheating”. He stated that the Landlord sold the house for \$1.3 million.
8. The Tenant is claiming moving expenses of \$972.34 for which he provided receipts. He is requesting compensation of \$43,560.00 based on 12 months of his previous rent of \$3,630.00.

Analysis

9. 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.
10. 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.
11. 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.
12. The Tenant's uncontested evidence and corroborating real estate listing confirms that the Landlord advertised the rental building for sale on August 14, 2025, 6 months after the Tenant vacated. The condo sold in October of 2025.
13. Based on the above, I am satisfied that the Landlord gave this notice to the Tenant in bad faith.
14. Having made this finding, I find that the Tenant is successful with his T5 application.

Remedies

15. The Tenants requested moving and storage costs in the amount of \$972.34. The Tenants provided these receipts and I am granting this amount.
16. The Tenants requested compensation of \$43,560.00 as the Act allows a Tenant to claim the maximum amount of 12 months of the last rent charged to the former Tenant. The Tenant spoke about his son's emotional distress due to the move from Oakville to Kanata. Although it is unfortunate that the Tenants' son is struggling with the level of French spoken in his new school, I was not provided with any school documentation to support this statement. Further, that was the only issue brought up by the Tenant about his move to another residence.
17. Having considered the circumstances in this case, I find it appropriate to order the Landlord to pay \$3,000.00 to the Tenants 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 Tenants is \$4,020.34 This amount represents:
 - \$972.34 for the reasonable moving, storage and other like expenses;
 - \$3,000.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by July 11, 2026.

3. If the Landlord does not pay the Tenants the full amount owing by July 11, 2026, the Landlord will owe interest. This will be simple interest calculated from July 12, 2026 at 4.00% annually on the balance outstanding.
4. The application is amended to remove Eugene Wu as a Tenant.

June 30, 2026
Date Issued

Carrie Bertrand
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.