



Order under Section 57
Residential Tenancies Act, 2006

Citation: Motta v Patel, 2024 ONLTB 3073

Date: 2024-01-18

File Number: LTB-T-073999-22

In the matter of: 1708, 710 Humberwood Boulevard
Etobicoke Ontario M9W7J5

Between: Rebecca Motta Tenant

And

Bhargavkumar Ravindrabhai Patel Landlord
Snehalben Bhargavkumar Patel
Maria Hazoor Elahi

Rebecca Motta (the 'Tenant') applied for an order determining that Bhargavkumar Ravindrabhai Patel, Snehalben Bhargavkumar Patel and Maria Hazoor Elahi (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on December 19, 2023.

Only the Tenant attended the hearing.

As of 2:00 p.m., the Landlords were 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 compensate the Tenant in the amount of \$1920.00.

Landlord gave N12 for purchaser's use in bad faith

2. 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

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- The Landlord served the N12 notice of termination in bad faith.
3. Based on the uncontested evidence the Tenant proved all of the requirements in subsection 57(1)(b). On October 11, 2029 the Tenant was given an N12 notice to vacate the rental unit with a termination date of December 31, 2029. The reason for the N12 notice was that the rental unit was sold and the purchaser required vacant possession for their own residential occupation.
 4. The Tenant vacated the rental unit on January 3, 2020 and rented an apartment in the same building. The Tenant testified that fifteen days after she vacated the rental unit the rental unit was advertised for rent, and shortly thereafter rented for an increased amount of rent. The Tenant provided evidence of the advertised rental unit.
 5. The Tenant testified that she was impacted by the Landlord's actions as she had not lived in the rental unit for a full year before she had to move and was unable to find a comparable rental unit for the same rent. The Tenant had to downsize from the onebedroom and den apartment to a one bedroom without a den. She now pays an additional \$160.00 per month for a smaller unit.

Remedies

6. The Tenant requested that she be compensated the increased rent she was made to pay as a result of the Landlord's actions. I find the Tenant is entitled to the difference in rent beginning January 1, 2020 to December 31, 2020.

7. Therefore, I find that the Landlord must pay the Tenant \$1,920.00, which represents the difference of \$160.00 per month for a 12-month period for the increase in rent that the Tenant has incurred as a result of the Landlords' actions.
8. The Tenant is also entitled to be reimbursed for the application filing fee in the amount of \$58.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1978.00.
2. This amount represents:
 - \$1920.00 for the increased rent the Tenant has incurred for the one-year period from January 1, 2020 to December 31, 2020 and the cost of the
 - \$58.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by January 23, 2024.
4. If the Landlords do not pay the Tenant the full amount owing by January 23, 2024, the Landlord will owe interest. This will be simple interest calculated from January 24, 2024 at 7.00% annually on the balance outstanding.

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January 18, 2024

Date Issued

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

Maria Shaw
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.