



Order under Section 30, 31, and 69 Residential Tenancies Act, 2006

File Number: LTB-L-006764-24, LTB-T-082942-24, & LTB-T-015466-25

In the matter of: 1, 14 Huron St
Hamilton Ontario L8L2S2

Between: Ahmad Khan Landlord
Zeba praveen Bali

And

Deborah Young Tenant
Cameron Woodhouse

Ahmad Khan and Zeba Praveen Bali (the 'Landlord') applied for an order to terminate the tenancy and evict Deborah Young and Cameron Woodhouse (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

And

Deborah Young Tenant
Cameron Woodhouse

And

Ahmad Khan Landlord
Zeba Bail Parveen

Deborah Young and Cameron Woodhouse (the 'Tenant') applied for an order determining that Ahmad Khan and Zeba Bail Parveen (the 'Landlord'):

- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.

- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on August 1, 2025.

The 1st named Landlord, the Tenant's Legal Representative Merima Menzildzic and both Tenants attended the hearing.

Procedural History:

1. The Landlord's L2/N12 application appeared before the Board on June 18, 2024, and adjourned as there was not enough time remaining on the docket to complete the matter.
2. The Landlord's L2/N12 application appeared before the Board on October 15, 2024, and adjourned by the Board.
3. The Landlord's L2/N12 application appeared before the Board on May 26, 2025, I adjourned the application to combine with the Tenant's applications given there was a fire at the rental unit property. All 3 applications had been combined along with an interim order issued on June 10, 2025. I provided both parties with new deadline dates for disclosure. Lastly, parties agreed to have all 3 applications return on August 1, 2025.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N12 Notice of Termination

Landlord's Own Use

On December 20, 2023, the Landlord gave the Tenant an N12 notice of termination, which was deemed served on December 21, 2023, with the termination date of February 29, 2024. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord, his spouse, and child.

4. The Landlord in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
5. The Landlord has compensated the Tenant an amount equal to one month's rent by February 29, 2024. The Tenants did not dispute receiving compensation.

Good Faith

6. The main issue to be determined is whether the Landlord has established that he in good faith require possession of the rental unit for the purpose of residential occupation as required by s.48(1) of the Act.
7. Pursuant to section 48 of the *Residential Tenancies Act, 2006* (the 'Act'):
 - (1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation by,
 - (c) a child of the landlord...
 - (2) The date for termination specified in the notice shall be at least 60 days after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.
8. The N12 Notice of Termination gave the Tenants at least 60 days' notice. An email-transfer of one month's rent was sent to the Tenants on the termination date listed in the N12. Therefore, the only issue to be determined in this application is whether the Landlord has satisfied the "good faith" requirement of subsection 48(1) of the Act.
9. Section 48 has been interpreted by the Courts as requiring only that a landlord establish that they genuinely intend to move into the unit and live there for residential purposes for at least one year (*Feeney v. Noble*, 1994 CanLII 10538 (ON SC), [1994] O.J. No. 2049 (Div. Ct.)). Neither the reasonableness of the Landlords' intention, nor the fact that the Landlords may have other motives for wanting to occupy the unit, nor the fact that there might be other available alternatives is the issue (*Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.), and *Feeney v. Noble*). However, the surrounding circumstances may provide circumstantial evidence from which inferences can be drawn when deciding whether a genuine or sincere intention to occupy the unit exists (*Fava v. Harrison*, [2014] O.J. No. 2678 (Div. Ct.)).

The Landlord's Evidence

10. The Landlord, Mr. Khan, testified that the rental unit has been vacant since the fire on or about February 24, 2024. He claimed that he has suffered financial stress due to being unable to rent or use the unit.
11. Since the fire, the Landlord stated that he has been dealing with City by-law authorities, permits, and inspections. He further stated that he believes it is reasonable for him to regain possession of the rental unit.
12. The Landlord testified that his parents now wish to occupy the rental unit. However, upon reviewing the N12 Notice served to the Tenants, it is evident that the Landlord only selected the option indicating 'Me, my spouse, my child' as the intended occupants. This discrepancy raises concerns about the accuracy and consistency of the Landlord's stated intentions. The N12 Notice is a statutory document that requires clear and truthful disclosure of who will occupy the unit. The failure to include 'parents' on the notice, despite later claiming that they are the intended occupants, undermines the credibility of the

Landlord's testimony. Furthermore, the Landlord did not provide any supporting documentation, such as affidavits from the parents or evidence of their current living arrangements, to substantiate this claim. This inconsistency suggests that the Landlord's stated reason for terminating the tenancy may not be genuine and casts doubt on whether the application was brought in good faith.

13. I note that during his testimony, the Landlord did not provide evidence of who would occupy the rental unit, when that person would commence occupation, or how the unit would be made habitable in the near future. The Landlord provided no evidence of remediation plans, given that the rental unit was deemed unsafe for occupation. In other words, the Landlord's testimony was inconsistent regarding who would occupy the unit and for what duration.
14. Ms. Menzilddzic cross-examined the Landlord on the evidence presented. She questioned the Landlord who specifically would be moving into the rental unit. The Landlord did not clearly identify a named individual (i.e. himself, his spouse, or his child). Instead, the Landlord made reference to a general family need and future possibilities.
15. The Landlord acknowledged that significant repairs to the rental unit remain outstanding.
16. The Landlord was asked whether the unit could realistically be occupied within a reasonable time following termination. His answers were speculative and focused on future intentions rather than concrete steps.
17. Lastly, when questioned about the timing of the N12 Notice related to the Tenant's efforts to regain access since the fire, the ongoing disputes regarding the Tenant's belongings, and the Tenant's filing their own application. The Landlord acknowledged that he issued the N12 after prolonged conflicts with the Tenants.

Analysis

18. Based on the evidence presented by the Landlord, the evidence presented established that the unit was not habitable at the time of the notice, there is significant disputes were ongoing between the parties, and since the fire the Landlord has actively resisting the Tenant's access.
19. The evidence presented established that a fire occurred in February 2024 rendering the rental unit temporarily uninhabitable. As a result of the fire, the Tenants were displaced and unable to return to the rental unit.
20. Since the fire, significant conflict arose between the Landlord and the Tenants regarding access to the rental unit, the Tenant's belongings, and communication following the fire.
21. In *Parris v. Laidley*, 2012 ONCA 755, the Court of Appeal for Ontario stated that "drawing adverse inferences from failure to produce evidence is discretionary", and "the inference should not be drawn unless it is warranted in all the circumstances."
22. This is a contentious L2 application where the Landlord's and Tenants' credibility are central to the issues. The Landlord's evidence regarding personal occupation was vague, inconsistent, and lacked corroboration. While the Landlord asserted that the purpose of the

N12 Notice was to allow for personal use of the rental unit, his testimony focused primarily on financial hardship and ongoing disputes with the Tenants rather than providing concrete details about future occupancy. The Landlord did not identify a specific individual who would occupy the unit, nor did he provide a timeline for when occupation would commence. Additionally, the Landlord failed to explain how occupation would be feasible given the extensive repairs required to make the unit habitable following the fire. The absence of a remediation plan or evidence of steps taken to restore the unit further weakens the Landlord's position. In cases where credibility is in question, the lack of clear, reliable, and consistent evidence weighs heavily against the party bearing the burden of proof. Here, the Landlord's shifting narrative—from initially indicating that he or his immediate family would occupy the unit to later claiming that his parents intended to move in—creates significant doubt about the genuineness of his stated intentions.

23. On a balance of probabilities, and considering the totality of the evidence presented, I find that the Landlord has not met the burden of proof required to succeed in this application. The Landlord failed to provide clear, credible, and consistent evidence regarding who would occupy the rental unit, when occupation would begin, and how the unit would be made habitable. The negative inference drawn from the absence of supporting documentation and the inconsistencies in his testimony further undermine his case. The Landlord's emphasis on financial hardship and ongoing disputes with the Tenants indicates that the N12 Notice may have been issued as a reaction to those conflicts rather than stemming from a genuine and bona fide need for personal occupation. Given these findings, I conclude that the Landlord has not demonstrated good faith in bringing this application. Accordingly, the Landlord's application is dismissed

Tenant's T2/T6 Application

24. Ms. Young testified that she first moved into the rental unit at 14 Huron Street in February 2007, initially residing in the basement unit and later relocating to the main floor unit around 2019 or 2020, where she has continuously resided since.
25. Ms. Young testified regarding a fire occurring in late February 2024, originating in the attic unit of the four-plex. She stated that she was present in her unit at the time of the fire and was forced to evacuate without adequate clothing in winter conditions. She testified that emergency responders prevented her from re-entering the building and that the Landlord attended briefly, spoke with police, and departed without speaking to the tenants.
26. The Tenant testified that following the fire, she was temporarily housed in a hotel through emergency supports and later moved to stay with a friend across the street from the rental property, where she continues to reside. She stated that she has maintained her mailing address, identification, and intention to return to 14 Huron Street at all times.
27. The Tenant stated that communication with the Landlord following the fire was primarily by email. She testified that she repeatedly requested to have access to the rental unit to retrieve their belongings and return to the unit, but access was delayed and restricted. She ultimately was permitted to retrieve limited belongings months later and that many items were damaged by water and the demolition. Additionally, she repeatedly communicated

her intention to return to the rental unit, but the Landlord advised she could not return, providing varying explanations including financial hardship, insurance issues, and his own intention to occupy the unit himself. She stated that she expected to return within six months following the fire but never received a clear timeline from the Landlord.

28. Ms. Young testified that she resides directly across the street from the rental property and has observed ongoing construction and removal of items. She described a brief interaction where the Landlord called her over regarding discarded items and subsequently appeared to contact authorities when her co-tenant attended to retrieve an item.
29. She stated that she has kept her official address, including her driver's licence and other identification, registered to 14 Huron Street. She testified that the Landlord removed all mailboxes from the property, resulting in her inability to reliably receive mail at the rental address. She has been forced to rely on redirection by mail carriers or neighbours across the street. This has caused additional administrative and personal difficulties, contributing to what she described as a 'domino effect' of ongoing problems.
30. The Tenant introduced photographs showing dumpsters, demolition activity, removal of contents, and the rental unit door being held open during construction. The Landlord raised no objection to the photographs and did not present any evidence to contradict them.
31. Mr. Khan cross-examined the Tenant on her evidence presented.
32. During cross-examination, the Landlord questioned Ms. Young regarding the circumstances of the fire and the actions taken by firefighters. Ms. Young testified that firefighters used a significant amount of water to extinguish the fire and that water entered the building and affected multiple areas of the house, including flooding the rental unit.
33. The Landlord introduced an email exchange dated April 2024 and asked Ms. Young to review it. After being given an opportunity to read the document, Ms. Young confirmed that she recognized the email and that she authored it. The Landlord put to Ms. Young that the email indicated that the Tenants had removed their belongings from the unit by late April 2024, except for a limited number of items. Ms. Young acknowledged the email but did not concede that this amounted to a voluntary abandonment of the tenancy.
34. The Landlord asserted that items removed from the rental unit following the fire were "garbage," "unusable," or abandoned by the Tenants. The Landlord referred to photographs showing items being removed and stated that the Tenants had left belongings behind unnecessarily. The Tenant, Ms. Young, denied characterizing her belongings as garbage and denied abandoning her property.
35. The Landlord further alleged that the Tenants never cooperated in arranging retrieval of their belongings. In response, documentary evidence was introduced showing that on March 12, 2024, an email was sent from the Landlord's household (identified as Ziba Bali) to Ms. Young requesting a date to retrieve belongings. Ms. Young acknowledged that the email address shown was hers but testified that she did not recall seeing that email.
36. On redirect, the Tenant explained that immediately following the fire she was instructed that all communications with the Landlord proceed through her legal representative, due to the strained and contentious relationship with the Landlord. She testified that it was her

understanding that she should not engage directly with the Landlord and that this explained any lack of direct response to emails sent solely to her. She would forward emails sent by the Landlord directly to her legal representative, Ms. Menzildzic.

37. The Tenant Cameron Woodhouse testified that he has lived in the rental with Ms. Young and was at work at the time of the fire. He described returning to the rental unit to find the unit inaccessible and was displaced along with Ms. Young.
38. He testified that he is a drywall taper and that he relies on specialized tools for his employment. He stated that many of his tools remained inside the rental unit following the fire and had trouble accessing them. He stated this was because the Landlord would not allow them access to the unit for extended periods even though the Landlord entered the unit himself.
39. Mr. Woodhouse testified that as a result of being unable to retrieve his tools promptly, he was required to borrow or repurchase expensive specialty tools, work longer hours using less efficient methods, and travel frequently to storage locations. He described this as causing significant stress and financial strain.
40. Text message evidence exchanged between the Landlord and Tenant counsel was entered, showing repeated requests for access to retrieve tools and requests for clarity on timelines. The messages also demonstrate that access was often offered on short notice or subject to conditions that were difficult for the Tenants to meet given work schedules. The Landlord did not present any evidence or submissions contradicting the text messages.
41. The Landlord's repeated assertions that he "asked for a date" to arrange retrieval of belongings do not negate the overwhelming evidence that access was delayed, conditional, and difficult to coordinate. The Tenants clearly communicated, through counsel, their reliance on legal representation for all communications due to the contentious nature of the relationship. Despite this, the Landlord continued to send direct emails and texts to the Tenants, creating confusion and further delay. The Board finds that the Landlord's approach was unreasonable given the circumstances and contrary to the obligation to act in good faith and facilitate access promptly. The evidence demonstrates that the Landlord's offers of access were often made on short notice, without flexibility, and subject to conditions that were impractical for the Tenants to meet, such as requiring attendance during working hours or limiting the time available for retrieval.
42. The Landlord's evidence was not only repetitive and argumentative but also lacked probative value. Much of his testimony strayed into issues not raised during cross-examination and focused on personal opinions rather than factual rebuttal. While the Board acknowledges the seriousness of the fire and the regulatory restrictions imposed, these factors do not justify the Landlord's characterization that the Tenants abandoned their belongings or that removed items were "garbage." This characterization is inconsistent with the nature of the items described, particularly specialized work tools essential for employment, personal effects, and household goods. The Board finds that the Landlord's statements were self-serving and unsupported by documentary evidence. In contrast, the Tenants provided contemporaneous communications, photographs, and

credible testimony that corroborated their efforts to retrieve belongings and maintain tenancy.

Analysis

43. Based on the evidence presented by the Tenant's I am satisfied on a balance of probabilities that the Landlord changed the locks without giving the Tenants a replacement key and has interfered with the Tenants.
44. I prefer the Tenant's testimony as it was consistent, detailed, and corroborated by documents. The Tenant's evidence also aligned with contemporaneous communications. The Landlord's evidence was repetitive to the N12, and argumentative. While the Board accepts the Landlord faced regulatory and financial challenges, these do not excuse his conduct that interfered with the Tenant's rights.
45. When I examined the evidence presented, there is no doubt a fire occurred in February 2024 affecting the rental unit, the unit was not fit for habitation. I accept that the initial displacement of the Tenants was necessary and not the fault of either party.
46. I turn to section 22 of the 'Act' it states:

Landlord not to interfere with reasonable enjoyment

22 A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household. 2006, c. 17, s. 22.

47. While the fire itself does not constitute a breach, the Landlord's post fire conduct does. I find that the Landlord unreasonably restricted access to the rental unit, failed to facilitate timely retrieval of the Tenant's belongings, removed or disposed of the Tenant's property without consent, and imposed conditions that were impractical and inequitable.
48. The Landlord has no authority to unilaterally deem tenant property abandoned in these circumstances. The Landlord did not provide any reasonable explanation for disposing the Tenant's property or belongings without consent. The Landlord's feelings about claiming it was garbage does not negate his legal obligation to obtain the Tenant's consent before disposal.
49. The Board is particularly concerned that the Landlord failed to provide the Tenants with any clear timeline for return to the rental unit. While the Board accepts that regulatory and financial challenges may have delayed repairs, the Landlord had an obligation to communicate transparently and provide updates. Instead, the evidence shows that the Landlord gave inconsistent explanations, including financial hardship, insurance delays, and his own intention to occupy the unit. This lack of clarity created prolonged uncertainty for the Tenants, who maintained their official address and expressed a consistent intention to return. The failure to provide a timeline constitutes a significant interference with the Tenants' reasonable enjoyment and security of tenure under section 22 of the Act.

50. Lastly, Ms. Menzildzic requested that the Board impose an administrative fine against the Landlord. I am not going to impose an administrative fine against the Landlord at this time, as this is a small Landlord and the Board appears to have no prior history of the Landlord's conduct. It is my view that the order itself serves as a sufficient warning to the Landlord that such conduct will not be tolerated should he appear before the Board in the future for similar actions or applications.

Remedies

51. Mr. Woodhouse credibly testified to financial loss and disruption caused by lack of access to work tools. He replaced tools that were damaged or discarded by the Landlord. These losses were directly attributable to the Landlord's unreasonable restrictions on access and failure to safeguard the Tenants' property. Accordingly, I order the Landlord to pay the Tenant \$2,000.00 for the loss of tools and replacement costs.

52. The monthly rent for the unit was \$2,000.00. Given the prolonged period during which the Tenants were deprived of reasonable enjoyment and access to their rental unit, a rent abatement is appropriate. A 25% abatement for 12 months reflects the diminished value of the tenancy during this period and compensates the Tenants for the inconvenience and loss of use. This calculation results in \$500 per month for 12 months, totaling \$6,000.00. Therefore, I order the Landlord to pay the Tenants \$6,000.00 as a rent abatement.

53. The Tenants requested general compensation of \$15,000.00 each, totaling \$30,000.00, for stress, inconvenience, and interference with their rights. While the Board acknowledges the significant hardship experienced by the Tenants, including prolonged displacement, loss of property, and financial strain. After considering the seriousness of the Landlord's conduct, the duration of interference, I find that an award of \$5,000.00 per Tenant is fair and proportionate. Therefore, the Landlord shall pay the Tenants \$10,000.00 in compensation.

Total Award:

- Compensation for tools: \$2,000.00
- Rent abatement: \$6,000.00
- General damages: \$10,000.00

Total payable by the Landlord: \$18,000.00

It is ordered that:

1. The Landlord's L2/N12 application is dismissed.
2. The total amount the Landlord shall pay the Tenants is \$18,000.00. This amount represents:
 - \$6,000.00 for rent abatement.
 - \$2,000.00 for replacement costs of the tools.
 - \$10,000.00 in general compensation.

3. The Landlord shall pay the Tenant the full amount owing by January 17, 2026.
4. If the Landlord does not pay the Tenant the full amount owing on or before January 17, 2026, the Landlord will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026

Date Issued

Anthony Bruno

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.