Order under Section 57
Residential Tenancies Act, 2006

Citation: Munroe v Alkaassamani, 2026 ONLTB 1932
Date: 2026-01-07
File Number: LTB-T-025095-23

In the matter of: Basement APT, 48 Brass Drive
Richmond Hill ON L4E4T4

Between: Kathleen Marie Munroe — Tenant

And

Bassel Alkaassamani — Landlords
BCONCEPT INC
Rania Youssef

And

Zuree Tahir — Purchasers
Jamid Ahmed Fakiri

Kathleen Marie Munroe (the 'Tenant') applied for an order determining that Bassel Alkaassamani, BCONCEPT INC and Rania Youssef (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on November 10, 2025. The Tenant's Agent, Marie Galocha ('MG'), The Landlords Bassel Alkaassamani and Rania Youssef ('RY'), attended the hearing.

As of 9:18 a.m., the Purchasers were not present or represented at the hearing although properly served with notice of this hearing by the LTB.

Determinations:

1. As explained below, the Tenant has proven the allegations contained in the application on a balance of probabilities. Therefore, the application is granted.

Landlords 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 Landlords 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 Landlords served the N12 notice of termination in bad faith.

3. In *Elkins v. Van Wissen*, 2023 ONCA 789 ('Elkins'), the Court of Appeal for Ontario held that when deciding a T5 application relating to an N12 served for purchaser's own use under section 49 of the Act, the LTB must consider both the landlord's and the purchaser's good faith. After making both those determinations, the LTB must then consider what orders to make in respect of the landlords and the purchaser.

4. It was not disputed that the Landlords gave the Tenant an N12 notice of termination, with a termination date of April 30, 2022, for the reason of purchaser's own use (the 'N12 Notice'). It was also not disputed that the Tenant vacated the rental unit on or about March 8, 2022 as a result of receiving the N12 Notice. Whether the N12 Notice was served in bad faith was the central issue in dispute.

Evidence of the Parties

5. MG is the Tenant's aunt and she assisted the Tenant at the time the lease agreement was signed as the Tenant had just lost her parents and just turned 18 at the time. MG stated that she remained involved in the tenancy for its duration and frequently communicated with the Landlord, RY.

6. MG stated that the N12 Notice was served by email on February 16, 2022 for the reason of purchaser's own use. However, in the email, RY stated that once the house was listed for sale there would be viewings and that they were planning to list the house for sale as early as February 25, 2022.

7. RY stated that she wrote this in the email because, there was an agreement of purchase and sale at the time but it was not guaranteed that the sale would go through. In this regard, the purchaser Zuree Tahir ('ZT'), was unable to satisfy the financing component for the first agreement of purchase and sale and so it fell through. Thereafter, some time in March 2022, a second agreement of purchase and sale was entered into, which included the other Purchaser, Jamid Ahmed Fakiri. Ultimately, the financing condition in the second agreement of purchase and sale was met. RY was unable to provide copies of the two agreements of purchase and sale she spoke of and was only able to provide an Authentisign confirmation, dated February 16, 2022 for a document titled '48 Brass purchase Zuree-(Ontario) 100- Agreement of Purchase and Sale – Residential'.

8. RY stated that ZT wanted to move into the basement unit and did not want to rent to anyone. She also statned that ZT moved into the rental unit on June 30, 2022, which was the closing date in the second agreement of purchase and sale. RY stated she knew this because she was living in the upper level and was in the process of moving out at the same time.

Analysis

9. In determining whether or not the Landlords have given the Tenant the N12 Notice in bad faith, I must consider all the evidence that is relevant to the Landlords' bad faith under subsection 57(1)(b). This means that I must also consider the conduct of the Landlords after the notice was served. In Elkins, the Court held that it was an error of law for the Board to restrict its consideration of evidence at the point in time when the landlord gives the tenant the notice of termination.

10. The evidence provided by RY was that she knew that the ZT could not meet the financing conditions and that the first agreement fell through. Despite this, the Landlords did not inform the Tenant that the agreement fell through, and the Landlords continued to rely on the N12 Notice, which led the Tenant to vacate the rental unit.

11. The parcel register document filed with the Board indicates that the property was ultimately sold to the Purchasers on June 30, 2022 and so I accept RY's evidence that a second agreement of purchase and sale was entered into. However, this not the agreement that the N12 Notice is based on.

12. For the foregoing reasons, I find that the N12 Notice was served in bad faith.

Remedies

13. The Tenant sought a difference in rent of $7,200.00, which is a difference of $600.00 per month for 12 months. A copy of the Tenant's current lease was tendered as evidence in support of the claim for the difference in the monthly rent.

14. There are differences between the Tenant's current unit and the rental unit, the main ones being that the new unit is not a basement unit and it has a garage.

15. In light of these differences, I do not find the $600.00 per month sought by the Tenant to be appropriate in the circumstances. Based on my experience with similar cases and other decisions of the Board, I find a difference of $450.00 per month for a period of 12 months to be more appropriate in the circumstances.

16. Therefore, I find that the Landlords must pay the Tenant $5,400.00 for the increased rent that the Tenant has incurred for the one-year period after the Tenant moved out of the rental unit.

17. The Tenant's request for reimbursement for costs incurred related to landscaping of the property was withdrawn at the hearing and shall not be ordered.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is $5,453.00.00. This amount represents:

    - $5,400.00.00 for increased rent the Tenant has incurred for the one-year period after the Tenant vacated**.**
    - $53.00 for the cost of filing the application.

2. The Landlords shall pay the Tenant the full amount owing by January 18, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by January 18, 2026, the Landlords will owe interest. This will be simple interest calculated from January 19, 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.

January 7, 2026
Date Issued

Rachel Gibbons
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.