Order under Section 57
Residential Tenancies Act, 2006

File Number: LTB-T-054561-25

In the matter of: 154 BRUSSELS AVE
BRAMPTON ON L6Z 0E1

Between: Karen Dipchansingh — Tenants
Ryan Shah

and

Abdul Raheem Mohammed — Landlord

Karen Dipchansingh and Ryan Shah (the 'Tenants') applied for an order determining that Abdul Raheem Mohammed (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on December 9, 2025.

The Landlord and the Tenants attended the hearing.

Determinations:

1. The Tenants filed their evidence on December 7, 2025 with the Board but did not serve a copy on the Landlord. The Landlord indicated that he was prepared to proceed and respond to the Tenants' evidence.
2. During the hearing, the Tenants requested to amend the application to seek remedy 5, general compensation of $20,000.00, instead of remedy 6. The Landlord did not object.
3. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Whether the N12 was served in bad faith

4. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenants to prove each of the following on a balance of probabilities:

- The Landlord gave the Tenants an N12 notice of termination under s. 48 of the Act;
- The Tenants 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 Tenants vacated; and
- The Landlord served the N12 notice of termination in bad faith.

5. It is not in dispute that the Landlord served the Tenants with an N12 Notice with a termination date of May 31, 2023, stating that the rental unit was required for residential occupation by the Landlord's daughter.

6. The L2 application was filed with the Board (LTB-L-0277314-23), and an order was issued terminating the tenancy as of June 30, 2024. The Tenants vacated the rental unit on July 7, 2024, as a result of the notice. I find that the two statutory elements of subsection 57(1)(a) are met.

7. The Tenant did not prove the remaining requirements in subsection 57(1)(a): whether the Landlord, or another person permitted under subsection 48(1) of the Act, occupied the rental unit within a reasonable time after the Tenant vacated; and whether the N12 notice was served in bad faith.

8. The Tenant, Karen Dipchansingh, testified on behalf of both Tenants. She relied on screenshots of an online search dated June 11, 2025, which suggested that 154 Brussels Ave was listed for rent. She testified that she did not have direct access to the alleged listing and acknowledged that the results were obtained through a google AI generated search summary.

9. The Landlord challenged the reliability of the Tenants' evidence and stated that he did not post an advertisement. He referred to the specifics of the property and indicated that 154 Brussels Ave is a townhouse and not a semi-detached as indicated in the Tenants' AI generated search summary.

10. The Tenant also relied on photographs taken on June 11, 2025, showing a lockbox on the door, an unmaintained lawn, and an empty interior visible through a window. She testified that she believed the lockbox indicated that the property was being marketed.

11. The Tenant's witness, Ripal Shah, testified that he lives nearby and observed the property between July 2024 and July 2025. He stated that from the exterior, the property appeared vacant during that period although he acknowledged that his observations were limited to the outside of the home.

12. The Landlord's daughter, Hiba Raheem, testified that she moved her personal belongings and began residing at 154 Brussels Ave continuously since July 7, 2024. She indicated that she does not own much furniture and after the renovations she spends most of her time in the basement using her projector.

13. Ms. Raheem states that the lockbox observed at 154 Brussels Ave was used by the maintenance contractor during renovations and general maintenance work.

14. Ms. Raheem testified that she is a full time engineering student. She indicated that she leaves 154 Brussels Ave at 6 a.m. to attend school, and returns around 9 p.m., often after visiting her parents who live nearby. She testified that she chose to live at 154 Brussels Ave to gain independence and also to stay close to her parents to care for them.

15. Ms. Raheem referred me to utility bills and her driver's license, all of which reflect 154 Brussels Ave as her address.

16. Sariq Siddiqui, Landlord's maintenance contractor, testified he attends the property twice per month for general maintenance. He confirmed that he began the basement renovation after the former Tenants vacated. He also confirmed Hiba Raheem resides at 154 Brussels Ave.

17. Subsection 57(5) of the Act states that is presumed, unless the contrary is proven on a balance of probabilities, that a landlord gave a notice of termination under section 48 in bad faith, if at any time during the period described in subsection (6) the landlord,

    (a) advertises the rental unit for rent;

    (b) enters into a tenancy agreement in respect of the rental unit with someone other than the former tenant;

    (c) advertises the rental unit, or the building that contains the rental unit, for sale;

    (d) demolishes the rental unit or the building containing the rental unit; or

    (e) takes any step to convert the rental unit, or the building containing the rental unit, to use for a purpose other than residential premises. 2017, c. 13, s. 10.

18. In this case, I did not find the Tenants google AI generated search summary to be reliable or sufficient to satisfy the requirements in s. 57(5). I find that the Tenants did not establish the evidentiary burden that the Landlord's daughter failed to occupy the rental unit within reasonable time after the Tenants vacated or that the N12 notice was served in bad faith.

It is ordered that:

1. The Tenants' application is dismissed.

January 19, 2026
Date Issued

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Adeela Alvez
Member, Landlord and Tenants 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.