



## **Order under Section 57 Residential Tenancies Act, 2006**

**Citation:** Peters v Khawaja, 2026 ONLTB 4730

**Date:** 2026-01-20

**File Number:** LTB-T-089573-23

**In the matter of:** 609, 155 WATER ST S  
CAMBRIDGE ON N1R3E3

**Between:** Aaron William Peters Tenant

**And**

Razwan Khawaja Landlord

Aaron William Peters (the 'Tenant') applied for an order determining that Razwan Khawaja (the 'Landlord') harassed, obstructed, coerced, threatened or interfered with the Tenant.

An interim order dated November 12, 2024, amends the application to allege that Razwan Khawaja (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on November 6, 2025.

The Tenant, the Tenant's legal representative Tracy Ryman, the Landlord's legal representative Barrett Beaudoin, and the Landlord attended the hearing.

### **Determinations:**

#### Preliminary Issue

1. The Tenant filed their application on the Board's T2 application form alleging that the Landlord harassed, obstructed, coerced, threatened or interfered with the Tenant.
2. This matter was previously adjourned from October 29, 2024, and an interim order issued on November 12, 2024, amends the application to allege that Razwan Khawaja (the 'Landlord') gave a notice of termination in bad faith. Accordingly, the Tenant's application proceeded on the basis of a "T5 Application" pursuant to section 57 of the Act.

#### T5 Application

3. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

4. 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.
5. The parties' evidence and submissions focused on the first two elements of section 57, specifically: whether an N12 notice was served to the Tenant, and if so, whether the Tenant vacated the rental unit as a result of the N12 notice.
6. The Tenant must prove all the elements of section 57, and I do not find that the Tenant vacated the rental unit as a result of an N12 notice of termination.
7. The Tenant testified that after a discussion about a "lease renewal" in September 2022 (during which there was discussion of a rent increase), the Landlord subsequently called the Tenant in November 2022 asking the Tenant to move out.
8. The Tenant submitted a copy of his call logs for September 2022 and identified a log entry dated September 4, 2022, that he asserts is the first telephone call with the Landlord about the lease renewal and rent increase. No log entries were submitted to show any telephone conversations between the parties after September 2022.
9. Evidence of a text message conversation between the parties was also submitted contemporaneous to the parties' discussions about the rent increase and renewing the lease. During the text message exchange on September 11, 2022, the Tenant requests that the lease only be renewed for a fixed term until April 2023.
10. The text exchange between the parties in September 2022 predates the Tenant's recollection of when he became aware that the Landlord's son wanted to occupy the rental unit.
11. The Tenant was asked why he did not request a renewed lease term for one year since all prior lease renewals were for a fixed term of one year. The Tenant explained that he did not want a month-to-month tenancy and since the Landlord had advised him that he wanted the rental unit for his son in April the Tenant "wanted that in writing".
12. During this same text exchange on September 11, 2022, the Landlord writes to the Tenant, "I have no intention to evict as you are such a nice family.", which is not consistent with the Tenant's position that shortly after these text messages the Landlord advised the Tenant that he wants the Tenant to vacate because his son requires the rental unit.
13. The Landlord denied telling the Tenant that he had to move because his son intended to move into the rental unit and asserts that the plan for his son to move into the rental unit was reactionary to being advised by the Tenant during the parties' lease renewal discussions in September 2022 that the Tenant intended to vacate the rental unit in April 2023.

14. The Landlord gave evidence that no formal written notice on the Board's N12 form was served because it was never his intention to evict the Tenant.
15. The Landlord testified that in September 2022 it was the Tenant who requested the lease be renewed for a fixed term to April 2023, based on Tenant's own desire to move out of the rental unit.
16. The parties' evidence was consistent that there was a conversation some time in November or December 2022 in relation to the Landlord's son occupying the rental unit. The Tenant's position is that this conversation was verbal notice for the purpose of section 57. The Landlord's position is that no N12 notice was served, and the Tenant vacated the rental unit of their own volition.
17. I do not need to determine whether the parties' discussions constitute a notice for the purpose of section 57 of the Act because I find, on a balance of probabilities, that the Tenant intended to vacate the rental unit and effectively, gave notice to terminate the tenancy.
18. On September 11, 2022, the Tenant requested a renewal of their lease on a fixed term basis to April 30, 2023, despite all prior lease renewals being for one year.
19. The Tenant asserts that they chose April 30, 2023, as the end of the renewed lease term to codify that date as being when the Landlord wanted the Tenant to vacate however, the text messages wherein the Tenant requests a shorter lease renewal in September 2022 predate the Tenant's best recollection of any mention that the Landlord's son intended to move into the rental unit.
20. There is also a subsequent e-mail to the Landlord dated January 4, 2023, wherein the Tenant requests to delay their move to "the end of June".
21. The Tenant's representative asserts that someone making their own decision wouldn't request permission for an extension unless they were provided with a deadline however, based on my determination that the Tenant intended to vacate on April 30, 2023, it would not be unreasonable the Tenant would request an extension of a termination date set by them.
22. I do not find the Tenant's explanation of the overall circumstances to be credible. I reject the Tenant's evidence that they chose the fixed term lease renewal date of April 30, 2023, to correspond with a request from the Landlord that the Tenant vacate the rental unit; the Landlord had not conveyed this intention to the Tenant and to the contrary, the Landlord stated they had no plans to evict the Tenant.
23. The Tenant's request for a fixed term lease renewal to April 30, 2023, was in part, because they did not want to have a month-to-month tenancy. This suggests that the Tenant only required the security of a fixed term up to April 30, 2023, which is indicative of their own intention to vacate the rental unit on that date.
24. In the absence of the Landlord conveying an intention to terminate the tenancy contemporaneous to September 11, 2023, I find it is more likely than not that the fixed term lease renewal to April 30, 2023, was at the request of the Tenant and on the basis of their intention to vacate the rental unit.

25. Accordingly, I do not find that the Tenant proved that they vacated the rental unit as a result of an N12 notice served by the Landlord as required by section 57 of the Act and the Tenant's application must be dismissed.

**It is ordered that:**

1. The Tenant's application is dismissed.

**January 20, 2026**  
**Date Issued**

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Kyle McGraw  
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.