



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-T-038484-23-RV

In the matter of: 374 Browndale Cres
Richmond Hill ON L4C3J4

Between: Stephanie Trentadue Tenants
Alexandra Trentadue

And

Yujia Wang Seller Landlord

And

Habib Alipour Purchaser Landlord

Review Order

Stephanie Trentadue and Alexandra Trentadue (the 'Tenants') applied for an order determining that Yujia Wang (the 'Seller Landlord') and Habib Alipour (the 'Purchaser Landlord') gave a notice of termination in bad faith (hereafter referred to as the 'T5 Application').

This T5 Application was first heard on November 12, 2024, and resolved by the order LTB-T-038484-23, issued on January 14, 2025.

On February 10, 2025, the Seller Landlord requested a review of the order LTB-T-038484-23, issued on January 14, 2025, and that the order be stayed until the request to review the order is resolved.

On August 13, 2025, the interim order LTB-T-038484-23-RV-IN was issued, staying the order issued on January 14, 2025.

The request to review the order LTB-T-038484-23, issued on January 14, 2025, was heard on September 2, 2025. The review was granted pursuant to the interim order LTB-T-038484-23-RV-IN2, issued on September 9, 2025, and the merits of the T5 Application were directed to be reheard¹.

This T5 Application was reheard by videoconference on November 6, 2025.

¹ Rule 26.16 of the Board's *Rules of Procedure*.

The Tenant Stephanie Trentadue ('S.T'), the Seller Landlord Yujia Wang ('Y.W'), along with their representative Qian Zhang and witness, Terry Dachuan Wang ('T.D.W'), the Purchaser Landlord Habib Alipour ('H.A') and their agent, Mehran Alipour ('M.A') attended the hearing.

S.T was authorized to act on behalf of the Tenant Alexandra Trentadue.

Agreed Facts:

1. The following facts are agreed upon by the parties:
 - On February 24, 2022, Y.W served the Tenants with an N12 Notice of Termination, with a termination date of April 24, 2022 (hereafter referred to as the 'N12 Notice') as they claimed that they entered into an Agreement of Purchase and Sale and that the prospective purchaser ('H.A') intended to move into the rental unit, as it appears from a copy of the N12 Notice (DOC-1317482; Exhibit 1).
 - The Tenants moved out of the rental unit on April 24, 2022, as a result of being served with the N12 Notice.

Determinations:

2. As explained below, the Tenants did not prove the allegations contained in the T5 Application on a balance of probabilities. Therefore, the T5 Application is dismissed.

Tenants Evidence

3. S.T testified that they moved into the rental unit on February 1, 2020. Their monthly rent was in the amount of \$2,000.00.
4. S.T indicated that after moving out of the rental unit on April 24, 2022, they saw an online advertisement of the rental unit effective May 8, 2022, which advertised the rental unit for rent – with a monthly rent of \$4,100.00, as it appears from a screenshot of the MLS ad#N5608781, dated May 10, 2022, and a screenshot of the online advertisement form *HouseSigma*; DOC-6684350 and DOC-6684353; Exhibit 2; *in bundle*).
5. S.T stated that following their move from the rental unit, they temporarily resided in close proximity to the rental unit. During this time, they saw a number of different vehicles in the driveway of the rental unit, which they suspect were related to prospective tenants seeking to rent the rental unit.
6. S.T contacted T.D.W, who had previously assisted Y.W in managing the rental unit during the tenancy. They reiterated that Y.W was advised that H.A had relayed their intent to move into the rental unit, as it appears from a copy of the text message sent from T.D.W to S.T on May 9, 2022, at 10:05am (DOC-6684110, page 39 of 62; Exhibit 3).
7. T.D.W was later advised from the realtor assisting H.A that the latter now intended to rent the rental unit, as they may need to travel abroad, as it appears from a copy of the message dated May 9, 2022, at 2:27pm (DOC-6684110, page 45 of 62; Exhibit 4).

8. S.T indicated that on May 14, 2022, they saw a further online advertisement of the rental unit, which now advertised the rental unit for rent for a reduced monthly rent of \$3,800.00, as it appears from a screenshot dated May 14, 2022, of the *HouseSigma* ad (DOC-6684358; Exhibit 5).
9. S.T stated that H.A never contacted the Tenants to offer them an opportunity to return to the rental unit. They noticed that all online advertisements (Exhibits 2 and 5) were taken down around June 13, 2022, and that the Landlord proceeded to start renovations within the rental unit.
10. S.T indicated that on November 19, 2022, new ads for the basement of the rental unit were posed online, as it appears from a screenshot dated November 28, 2022, of the MLS ad#N583141 and screenshot of the online advertisement from *HouseSigma* (DOC-6684360 and DOC-6684362; Exhibit 6; *in bundle*). These advertisements reflected that the monthly rent for the basement of the rental unit would be \$1,800.00.
11. S.T stated that once again, the Tenants were not contacted nor offered an opportunity to return to the rental unit. They noticed that the new ads were taken down on or around November 25, 2022.
12. S.T submits Y.W seemed shocked with respect to the fact that H.A was advertising the rental unit and seemingly intent to move abroad.
13. S.T indicated that they were unsure if H.A had ever moved into the rental unit but submits that the various online advertisements showed a clear intent that they were never intent in moving into the rental unit.
14. Under cross-examination, S.T agreed that they had a good relationship with Y.W throughout the course of their tenancy and that Y.W had clearly expressed to the Tenants their intent to sell the rental unit.
15. The Purchaser Landlord elected not to ask questions under cross-examination to S.T.

Seller Landlord's Evidence

16. Y.W testified that they elected to sell the rental unit on February 15, 2022, as it appears from a copy of the *Bay Street Group Inc. Brokerage* listing package (DOC-6680822, pages 3 to 8 of 31; Exhibit 7).
17. Y.W indicated that they entered into an Agreement of Purchase and Sale with H.A on February 23, 22, with a closing date of April 25, 2022 (hereafter referred to as the 'APS'), as it appears from a copy of the APS (DOC-6680822, pages 9 to 21 of 31; Exhibit 8).
18. The Seller Landlord submits that the advertisement (Exhibit 7) showed the rental unit as being tenanted and that the APS (Exhibit 8) required the Seller Landlord to provide vacant possession of the rental unit to the Purchaser Landlord by April 25, 2022 (Exhibit 8). They therefore proceeded in serving the Tenants with the N12 Notice (Exhibit 1).
19. Y.W stated that prior to entering into the APS (Exhibit 8), they had no prior relationships with H.A. They only met H.A through the course of the sale.

20. Y.W indicated that they had a good relationship with the Tenants throughout the course of their tenancy, and that they would have had no intent nor incentive to serve them with the N12 Notice if it were not a condition of the sale.
21. Y.W stated that they relied on the representations made to them by the Purchaser Landlord and their representatives and that they had no control over their conduct following the sale.
22. Under cross-examination, Y.W agreed that the APS (Exhibit 8) does not explicitly mention the service of the N12 Notice. They relied on Section 2 of the APS ("Completion Date") and the exchanges they had with the realtors in order to proceed in serving the Tenants with the N12 Notice.
23. The Seller Landlord's Witness T.D.W testified that they are a realtor and the spouse of Y.W. Their relationship was disclosed to H.A through the APS (Exhibit 8).
24. T.D.W stated that they had no prior relationships with H.A prior to entering into the APS (Exhibit 8).
25. T.D.W indicated that they had advised the Tenants of the Seller Landlord's intent to sell the rental unit and explained to them the process of the showings and the potential implications of a sale. They also assisted them in searching for alternate housing accommodations, as it appears from a copy of the email dated March 10, 2022 (DOC-6680822, page 31 of 31; Exhibit 9).
26. T.D.W stated that they advertised the rental unit for sale at the behest of Y.W and that the Purchaser Landlord's realtor advised them of H.A need to occupy the rental unit upon the closing of the sale.
27. T.D.W indicated that the APS was drafted by the Purchaser Landlord's realtor.
28. T.D.W confirmed the authenticity of the text messages they exchanged with both S.T and the Purchaser Landlord's realtor on May 9, 2022 (Exhibits 3 and 4).

Purchaser Landlord's Evidence

29. H.A testified that upon entering into the APS, their intent was to move into the rental unit, as it appears from a copy of the notice to end the tenancy that H.A gave to their own landlord on March 20, 2022 (DOC-6274811, page 9 of 9; Exhibit 10).
30. H.A agreed that they had advised their realtor that they intended to move into the rental unit upon the closing of the APS; though they claimed that they were unaware of the service of the N12 Notice.
31. H.A indicated that they took over the *Enbridge Gas* account associated to the rental unit on April 22, 2022. Their move request with *Enbridge Gas* reflected their intent to move into the rental unit, as it appears from a copy of the *Enbridge Gas* move request confirmation date April 22, 2022 (DOC-6274811, page 8 of 9; Exhibit 11).
32. H.A stated that they first intended to move into the rental unit on May 20, 2022. They were delayed in doing so due to the health issues their family members were experiencing abroad in Iran).

33. H.A indicated that the aforementioned health concerns were notified to H.A towards the end of the month of April 2022 upon the hospitalization of their family member. They contemplated going back to Iran in order to assist with the recovery of their family member, especially in light of a looming surgical procedural. This led to their decision to advertise the rental unit (Exhibit 2).
34. H.A stated that they elected to reduce the monthly rent on the online advertisement to expedite the process in light if of surgery their family member was being scheduled for (Exhibit 5). When surgery was no longer required, they proceeded to start moving into the rental unit on May 20, 2022.
35. Upon moving into the rental unit, H.A discovered severe mould issues in the basement of the rental unit, which also led to the growth of mushrooms, as it appears from the pictures of the basement taken by the Landlord shortly after May 20, 2022 (DOC-6274811, pages 3 to 7 of 9; Exhibit 12, *in bundle*). This issue was not disclosed throughout the course of the sale and no previous inspection of the rental unit revealed this issue either.
36. Upon discovering this mould issue, H.A contracted *The Mold Guy* to conduct an indoor air quality test of the rental unit, which revealed that remediation was necessary, as it appears from a copy of the results of the Air Quality Test conducted on May 28, 2022 (DOC-6691914; Exhibit 13).
37. H.A stated that as the notice of termination they had provided their landlord was for the end of May 2022 (Exhibit 10), they were able to extend their stay while remediation work was being conducted in the renal unit.
38. H.A indicated that the remediation was extensive, as it appears from a copy of the estimate dated June 1, 2022, from 9696938 *Canada Corp* and the picture of the basement of the rental unit showing the removal of the drywall, insulation, and flooring (DOC-6691958 and DOC-6691973; Exhibit 14; *in bundle*).
39. H.A stated that the remediation work started shortly after the Air Quality Test was conducted and concluded at the beginning of the month of September 2022. This enabled H.A to once again move into the rental unit on September 18, 2022.
40. H.A indicated that they faced financial difficulties due to the costs associated to:
- their variable mortgage,
 - the remediation and renovations required in the rental unit,
 - the rent they were themselves required to pay for their own prolonged rental accommodations while the remediation work was being conducted.
41. H.A stated that while their original intent was to have family members occupy the basement of the rental unit, they decided to advertise the basement as a separate residential unit for rent as of the month of November 2022, in order to try to mitigate their financial losses.
42. H.A indicated that while they proceeded to rent the basement of the rental unit as of the month of December 2022, they continue to occupy the upper level.

43. Under cross-examination, H.A. stated that they were unaware of the text message correspondences exchanged between the realtors on May 9, 2022 (Exhibits 3 and 4).
44. Under cross-examination, H.A. agreed that they were aware that the rental unit was tenanted at the time they entered into the APS (Exhibit 8).

Analysis

45. The Tenants submitted their T5 Application pursuant to subsection 57(1)(b) of the *Residential Tenancies Act, 2006* (hereafter referred to as the 'Act') which requires the Tenants to prove each of the following on a balance of probabilities:
 - a) The Seller Landlord gave the Tenants an N12 Notice of Termination under section 49 of the Act;
 - b) The Tenants vacated the rental unit as a result of the N12 Notice of Termination;
 - c) No person referred to in subsection 49(1) or 49(2) of the Act occupied the rental unit within a reasonable time after the Tenants vacated; and
 - d) The N12 Notice of Termination was served to the Tenants in bad faith.
46. In *Elkins v. Van Wissen*, 2023 ONCA 789, the Court of Appeal for Ontario held that when deciding a T5 application relating to an N12 Notice served for the purchaser's own use under section 49 of the Act, the Board must consider both the landlord's and the purchaser's good faith. After making both those determinations, the Board must then consider what orders to make in respect of the landlord and the purchaser.
47. As previously stated, it is not in dispute that the Seller Landlord served the Tenants the N12 Notice, and that the Tenants proceeded to vacate the rental unit on April 24, 2022, as a result of being served the N12 Notice².
48. While it is also not in dispute that the Purchaser Landlord proceeded to advertise the rental unit within one year of the tenants vacating the rental unit; the fact of doing so (or entering into a tenancy agreement for parts of the rental unit) does not create a rebuttable presumption that the N12 Notice was served in bad faith.
49. Indeed, such a rebuttable presumption³ only applies in circumstances where a landlord served a tenant with an N12 notice of termination under section 48 of the Act. In the matter before the Board, the N12 Notice was served to the Tenants pursuant to subsection 49(1) of the Act.
50. As such, the Tenants continue to bear the burden of proof to establish that the notice of termination was served in bad faith.
51. On the basis of the evidence and submission before me, I am satisfied, on a balance of probabilities that the N12 Notice was served to the Tenants in good faith. Indeed, the testimony from the Seller Landlord and the Purchaser Landlord was consistent and credible in this regard. From the onset of their relationship as a seller and prospective purchaser, the Purchaser Landlord repeatedly expressed either directly themselves, or through their realtor,

² Order LTB-T-038484-23-RV, issued on January 26, 2026; paragraph 1.

³ Subsection 57(5) of the *Residential Tenancies Act, 2006*.

their intent to occupy the rental unit upon the completion of the transaction. Whether or not the Purchaser Landlord was personally sufficiently knowledgeable as to the process to obtain vacant possession of the rental unit or not is moot under the circumstances, as their will was being excised by their realtor – on the basis of their instructions that they intended to move into the rental unit.

52. The authenticity of the documentary evidence (Exhibits 10 and 11) presented by the Purchaser Landlord was not disputed. I found them to be contemporaneous to their originally intended move in date, which aligned with the closing date of the APS (Exhibit 8) and consistent with the testimony of both the Purchaser Landlord and the Seller Landlord.
53. The authenticity of the APS (Exhibit 8) was also not disputed. No evidence was presented that would lead me to believe that the APS was executed in the sole intent of being a scheme devised to terminate the tenancy and evict the Tenants.
54. Although the Purchaser Landlord advertised the rental unit for rent (Exhibits 2 and 5), it is not in dispute that they did not actually proceed to rent the rental unit prior to the month of December 2022. I am satisfied that the medical situation of their family members abroad led them to consider renting the unit, and that this potential change in circumstances only came to their attention following the Tenants' move out. I therefore do not find it indicative of bad faith.
55. I am therefore satisfied that the Seller Landlord served the N12 Notice (Exhibit 1) in good faith, at the behest of the Purchaser Landlord.
56. S.T testified that they were unsure as to whether or not the Purchaser Landlord had actually moved into the rental unit. They did not dispute the Purchaser Landlord's testimony in this regard. I therefore accept that the Purchaser Landlord proceeded to move into the rental unit by September 18, 2022.
57. As such the next question before me is whether or not the Purchaser Landlord moved into the rental unit within a reasonable time for the date that the Tenants moved out.
58. A period of close to five (5) months elapsed between the time the Tenants moved out of the rental unit and the Purchaser Landlord moved in.
59. On the basis of the evidence and submission before me, I am satisfied that the Purchaser Landlord was delayed in moving into the rental unit due to the mould issue on the basement, which required exhaustive remediation work and renovations. The Air Quality Test (Exhibit 13) was conducted by a certified mould building inspector within days of the Landlord's first attempt at moving into the rental unit and revealed that the test had "failed" and that remediation was required. The visual growth of mushrooms within the rental unit (Exhibit 12) also seems to support such determinations.
60. The Landlord obtained an estimate for the remedial work (Exhibit 14) less than a week after they obtained the results of the Air Quality Test (Exhibit 13). They did not unduly delay the process.
61. Given the extent of the remedial work conducted (Exhibit 14), I am satisfied, on a balance of probabilities, that the Purchaser Landlord moved into the rental unit within a reasonable

amount of time, and that they did so for the purposes of their residential occupation (Exhibit 10).

62. Furthermore, while a (current) landlord who sought to terminate a tenancy in order to move into a rental unit for the purposes or their own residential occupation or for the purposes of the residential occupation of an eligible person or family member recognized under subsection 48(1) of the Act must certainly demonstrate that a beneficiary of such an N12 Notice of Termination intended to occupy the rental unit “for a period of at least one year,”⁴ the legislature has not imposed such time constraints or requirements for a purchaser requiring a rental “unit for the purpose of residential occupation.”⁵
63. While the Landlord rented parts of the rental unit as of the month of December 2022 (Exhibit 6), no evidence was presented that would lead me to conclude that their use of the premises was transient, “infrequent” or “occasional” in nature,⁶ between September 18, 2022, and December 2022.
64. Subsidiarily, I accept that the issue pertaining to the mould was unknown to the Purchaser Landlord at the time they entered into the APS, and led them to incurring unforeseen costs tied to the remediation work (Exhibit 14) and their own housing accommodations, which caused them a significant financial strain they sought to lessen by renting a portion of the rental unit (*i.e.* the basement). Their continued occupancy of the remaining components of the rental unit further demonstrates their expressed intent to occupy the premises upon entering into the APS.
65. While I can appreciate that vacating the rental unit caused the Tenants stress and hardship, their T5 Application cannot be successful as I am not satisfied that the Seller Landlord and Purchaser Landlord gave the notice of termination in bad faith.
66. Accordingly, the Tenants’ T5 Application shall be dismissed.

It is ordered that:

1. The order LTB-T-038484-23, issued on January 14, 2025, is replaced with the following:
2. The Tenants’ T5 Application is dismissed.

January 26, 2026
Date Issued

Alexandre Traboulsi
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

⁴ Subsection 48(1) of the *Residential Tenancies Act, 2006*.

⁵ Subsection 49(1) of the *Residential Tenancies Act, 2006*.

⁶ *Kohen v. Warner, 2018 ONSC 3865*.

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.