



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-092214-25

In the matter of: 3316 MEADOW MARSH CRES
OAKVILLE ON L6H0T5

Between: Jin zhang Qdrec Landlord

And

Talal Al-Ghazzaoui Tenant
Amir Al-Ghazzaout

Jin zhang Qdrec (the 'Landlord') applied for an order to terminate the tenancy and evict TALAL AL-Ghazzaoui and Amir Al-Ghazzaout (the 'Tenant') because:

- the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.

This application was heard by videoconference on January 27, 2026.

The Landlord and the Tenant's representative, Reginald Bent, attended the hearing.

Preliminary Issue:

1. The Tenants' representative raised a preliminary issue that the Landlord's L2 application was defective for failing to comply with the requirements of subsection 71.1(3) of the Residential Tenancies Act, 2006 (the "Act").
2. Section 71.1(3) of the Residential Tenancies Act, 2006 (the 'Act') states that a Landlord who files an application such as the one before me must indicate whether the landlord has within two years, given any other notices under section 48, 49, or 50 of the Act for any rental unit. If the landlord has not complied with section 71.1(4) then the Board shall refuse to accept the application for filing.
3. The Landlord who filed the application, submitted that the Landlord did not include the other N12 Notice because of an oversight.

4. Section 71.1(3)(a) required the Landlord to disclose any other notices served in the last two years. The Landlord ought to have disclosed the prior N12 Notices given to the Tenant. However, I do not find that this omission warrants dismissal of the Landlord's application.
5. In my view, the purpose of sections 71.1(3) and 71.1(4) of the Act is to ensure that a tenant subject to eviction based on N12 notice given under s. 49 is made aware of the landlord's use of such notices in the past two years so that they can address this issue at the issue at their own hearing.
6. A further purpose is to help ensure the Board receives relevant evidence of the landlord's usage of N12 notices for other units which can be considered by the Board when determining whether the N12 notice that is the subject of an application was served in good faith. I believe that this objective is made clear by section 72(3) of the Act:

72(3) In determining the good faith of the landlord or the purchaser, as applicable, in an application described in subsection (1), (1.1) or (2), the Board may consider any evidence the Board considers relevant that relates to the landlord's or purchaser's previous use of notices of termination under section 48, 49 or 50 in respect of the same or a different rental unit.

7. In *Miller Estate v. Arguelles*, 2025 ONSC 112 ('Miller Estate'), the Divisional Court held that the disclosure requirement in section 71.1(3) of the Act ensures tenants have sufficient information to investigate and challenge the landlord's good faith in serving a notice of termination. The Court confirmed that subsection (4) does not void the notice or prevent the landlord from filing, but ensures the application is complete. The Court also found that a landlord may, under Rule 15 of the Board's Rules of Procedure, amend an application to provide proper disclosure, where the amendment is appropriate, would not prejudice any party, and is consistent with a fair and expeditious proceeding. When the tenant had been served with the undisclosed N12, they were already aware of it, so its omission causes no prejudice.
8. As such, the Tenant had ample notice and the opportunity to lead viva voce evidence and cross-examine the Landlords on this issue. As such, I allowed the application to proceed on its merits.

Determinations:

1. As explained below, the Landlords have not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 1, 2025, The Landlord gave the Tenant an N12 Notice of Termination ('N12 Notice') because the Landlord has entered into an agreement of purchase and sale of the rental unit, and that the purchaser, Weizheng Xie, requires the rental unit for his residential occupation. The termination date on the N12 Notice is December 31, 2025.

4. It is undisputed that the Landlord has entered into an agreement of purchase and sale with Weizheng Xie ('WX'). The Landlord submitted a declaration from WX stating that he personally requires the rental unit for his own personal use for at least a period of 12 months. The Tenant disputed that WX in good faith requires the rental unit for his own personal use.
5. The Landlord testified they decided to sell their rental property as it was difficult to financially maintain it.
6. The Landlord also testified that they do not know the purchaser personally as he is not a friend or family member. The Landlord also stated that the Agreement of purchase and sale lists the closing date as January 28, 2026, but the sale is conditional on the Tenant vacating the property. If the Landlord does not have vacant possession by that date, the sale will not take place. However, the Landlord testified that they have the option to negotiate a further extension.
7. The Landlord compensated the Tenant an amount equal to one month's rent by December 31, 2025.
8. The Tenant testified that they do not believe that the N12 was served in good faith. The Tenant testified that they believe that the N12 was served in bad faith as the Purchaser is out of the country, so they are unsure whether the purchaser actually wants to live in the property.

Analysis

9. The leading case on the determination of good faith in a landlord's own use application is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div.Ct.). *Salter v. Beljinac* was decided under a similarly worded section of the previous legislation. The test is whether, on a balance of probabilities, a landlord genuinely wants the rental unit and intends to occupy the unit as a residence. And in this case, the purchaser's genuine intention to occupy the rental unit. The test is not whether a landlord needs the unit or whether a landlord's desire to possess the rental unit is reasonable.
10. I canvassed with the Landlord's representative whether the purchaser will be providing testimony. The Landlord representative provided that the declaration uploaded along with the application should be sufficient and that the Tenant ought to have summonsed the purchaser if the Tenant wanted to ask the purchaser questions as they were provided with their package of evidence in advance of the hearing.
11. The Landlord did not summons the purchaser as a witness and gave no evidence as to why the purchaser was unavailable to testify other than to state they are currently in China and so I cannot find that the affidavit is sufficient. The affidavit is hearsay because it is a statement made outside of the hearing room. A hearsay statement is not subject to cross-examination.
12. While the *Statutory Powers Procedure Act, 1990* permits administrative tribunals to allow hearsay evidence, in *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083 the Divisional Court found that tribunals must first assess whether the hearsay evidence is necessary and reliable. In *Manikam*, the Court found that the Board's

acceptance of hearsay evidence constituted a breach of procedural fairness because of the inability of the tenant to cross-examine the person who uttered the statement at issue and the hearsay evidence was not both necessary and reliable.

13. In this case, the person who signed the declaration, Weizheng Xie, did not attend the hearing at all. As such, the Tenant was unable to cross-examine WX on the contents of the declaration. Procedural fairness dictates that the person who signed the declaration be made available for cross-examination by the opposing party.
14. In addition, the Landlord's evidence regarding the purchaser's intentions to occupy the rental unit is entirely hearsay. The Purchaser ought to have provided testimony at the hearing and be subject to cross-examination, both on the contents of their declaration and on their intentions regarding this rental unit. I find that the hearsay evidence was not necessary, and as such, I give it no weight. I find that the Landlord's evidence does not speak specifically to the purchaser's intention to occupy the rental unit.
15. As such, there is no sufficient evidence before the Board to support the application to terminate the tenancy.
16. As stated in the Board's Interpretation Guideline #12:

Before a landlord may give a notice under section 49, there must be an agreement of purchase and sale for the residential complex or condominium unit. The LTB may refuse an application if it is not reasonably certain that a completed sale will result from the agreement. If a term or condition of the agreement makes it uncertain that the deal will be completed, it may be appropriate to delay the application until the sale becomes more certain.

17. Although the Interpretation Guidelines are not binding on me, I find it persuasive, and I see no reason not to follow it in this instance.
18. Without the direct testimony of the purchaser, I am unable to determine what will happen to the sale if vacant possession is not provided on January 28, 2026, the date the closing is to take place, and whether the deal will fall. Although the Landlord testified that it may be possible to extend the closing date, I do not have the purchaser to confirm whether that is true as such, I also not certain that sale will complete.
19. In light of these factors, the Landlord's application shall be dismissed for lack of evidence.
20. There is no dispute that the Landlord paid the Tenant \$3,822.97 as compensation for the N12 Notice. Under section 73.1 of the Act, the Board may order the return of compensation paid to a Tenant if the Board refuses to grant an eviction order but where compensation has been given under section 49.1. I find that the Landlord is entitled to the return of the compensation paid to the Tenant.

It is ordered that:

1. The Landlord's application is dismissed.

2. The Tenant shall pay to the Landlords the amount equal to one month's rent (\$3,822.96), which was given by the Landlords in satisfaction of the required compensation under s. 49.1.

February 3, 2026

Date Issued

Vinuri Sivalingam

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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