



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

Citation: Prosser v Hadani, 2026 ONLTB 11382

Date: 2026-02-09

File Number: LTB-T-037862-23-RV2

In the matter of: 171 Stonechurch Rd East
Hamilton ON L9B1A8

Between: Michael Prosser Tenants
Tanya Prosser

And

Rahim Hadani Landlord

Review Order

Michael Prosser and Tanya Prosser (the 'Tenants') applied for an order determining that Rahim Hadani (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-037862-23 issued on May 13, 2024.

On February 26, 2025, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 27, 2025, interim order LTB-T-037862-23-RV-IN was issued, staying the order issued on May 13, 2024.

The review request was heard by videoconference on September 24, 2025 and was granted by way of interim review order LTB-T-037862-23-RV2-IN2 issued on September 29, 2025.

This application was heard de novo by videoconference on December 2, 2025.

The Tenant, Michael Prosser, on behalf of both named Tenants, and the Landlord attended the hearing. Closed captioning services were also provided to the Landlord by the LTB during the hearing as the Landlord is visually impaired.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. 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 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.
3. The Tenants proved some of the requirements in subsection 57(1)(a). For instance, the Tenants proved that the Landlord gave the Tenants an N12 notice of termination. They did so on or about September 1, 2022 with a termination date of November 30, 2022.
4. I also accept that the Tenants vacated the rental unit as a result of the N12 notice on or by November 30, 2022.

5. However, the Tenants did not prove that the Landlord failed to occupy the rental unit within a reasonable time after the Tenants vacated. I prefer the evidence of the Landlord that they were to meet with the Tenants on their November 30th move out date and that the Tenants did not attend the move-out inspection. On the same date the Landlord began moving items into the rental unit and they lived there up until February 28, 2023 when the property sale closed.
6. I accept that the Landlord intended to occupy the rental unit after they were experiencing financial hardship and that it was more economically feasible to reside in the unit rather than maintaining their condominium with the stairs. The Landlord was living in a condominium in Toronto when they served the Tenants their notice and they intended on downsizing because their other property which they owned was tenanted and those tenants were not paying rent for an extended period. On this basis, the Landlord sought to move into the rental unit to save on their expenses between the condominium and the other property that was tenanted. I also accept, because the Tenants had no evidence to the contrary, that their tenanted property went into foreclosure in January of 2023 and this caused further financial strain to the Landlord.
7. Therefore, the Tenants have not met all of the requirements under subsection 57(1)(a) of the Act.
8. There is no dispute that shortly after the Landlord moved into the rental unit, that on or about December 5, 2022 the Landlord listed the rental unit for sale. I accept that the property sold in January of 2023 with a closing date of February 28, 2023.
9. Subsection 57(5) of the Act is a rebuttable presumption. The burden, therefore, shifts on the Landlord to prove the contrary, more specifically, that the N12 notice was served in good faith and not in bad faith.
10. I accept that the Landlords reasons for listing the property for sale within 5 days after moving into the rental unit was because

they had a sudden and severe back injury which made navigating the stairs at the rental unit onerous. That because of their pain, they sought medical attention and were advised by their doctor that they had degenerative disk disease on December 2, 2022. The Landlord explained that while the issue may have been a long-standing one, it became aggravated because of their move and stress. Even as of the hearing date they have difficulty managing pain because when they walk their lumbar grinds and cramps their nerves.

11. The Landlord submits that they served the N12 Notice with the intention of moving into the rental unit due to financial hardship at the time and that right after they moved in their circumstances changed which were exigent and unforeseen.
12. While I do accept that the email correspondence between the Landlord and the Tenants on August 16, 2022 indicates the Landlord's desire to sell the rental unit due to increasing mortgage rates and another tenanted property that is not paying the rent, I do not find this indicative of bad faith on the Landlord's part. I accept that the Landlord thought through their various options of the condominium and the rental unit and the other tenanted property and felt that the rental unit was the best option based on all of their circumstances as of September 1, 2022. I accept that their degenerative disk disease was not something that they were aware of at the time the N12 notice was given to the Tenants.
13. On this basis, I am unable to find that the Landlord served the N12 notice in bad faith, even after considering the presumption.
14. Since the burden is on the Tenants to prove, on a balance of probabilities that the Landlord served notice in bad faith, and they have not, the application must be dismissed.
15. Even if I am wrong, which I do not believe I am, the remedies requested by the Tenants were unsubstantiated regarding their rent differential request. They provided no supporting evidence to show that they paid any increased rent despite the opportunity to do so.

16. Additionally, they withdrew their claim for moving expenses as they had no evidence to support the costs.
17. The Tenant's further requested an abatement of rent. However, an abatement is a contractual remedy designed to address the idea that tenants are paying for a bundle of good and services and if they do not receive everything they are paying for, the rent should be abated in an amount proportional to the difference between what is being paid for and what is being received. The Tenants only submission was that they felt entitled to an abatement for a full 12 months of rent because of the Landlord giving notice and then listing the property for sale within 6 days after the Tenants vacated.
18. What the Tenants in actual fact were likely seeking was general compensation under Remedy 5. However, no request was made to amend the application and therefore I cannot consider it.
19. Pursuant to the Divisional Court's decision in *Beauge v. Metcap Living Management Inc.*, 2012 ONSC 1160, I only have jurisdiction to grant the remedy claimed in the application.
20. Accordingly, even if the Tenants were successful on their application, the Tenants failed to establish their requested remedies and it would otherwise also be dismissed on this basis.
21. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
22. This order contains all of the reasons for the decision within it and no further reasons will follow.

It is ordered that:

1. Order LTB-T-037862-23 issued on May 13, 2024 is replaced with the following order:

2. The Tenants' application is dismissed.

February 9, 2026
Date Issued

Terri van Huisstede
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.

*NOTE: this order is being issued in 16pt Font at the request of the Landlord.