



Order under Section 57 Residential Tenancies Act, 2006

Citation: Rahiman v Zaferis, 2026 ONLTB 13243

Date: 2026-02-13

File Number: LTB-T-034409-25

In the matter of: Unit A, 86 WARD AVE
HAMILTON ON L8S2E9

Between: Shazia Rahiman

Tenant

And

John Zaferis
Demetre Zaferis

Landlords

Shazia Rahiman (the 'Tenant') applied for an order determining that John Zaferis and Demetre Zaferis (the 'Landlords') were required to allow the Tenant to move back into the unit under section 53 of the *Residential Tenancies Act, 2006* (the "Act") and failed to do so.

This application was heard by videoconference on January 7, 2026.

The Landlords and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay the Tenant the amount of \$6,366.09 by February 24, 2026.
2. The residential complex located at 86 Ward Avenue, Hamilton, Ontario is a duplex with one rooming house on the main floor and one rooming house on the upper floor. The Tenant resided in Unit A which is located in the main floor rooming house.
3. The Tenant commenced her tenancy at the rental unit on December 1, 2021 and vacated the rental unit on April 28, 2023 due to the Landlords' N13 notice of termination for extensive repairs.
4. This application alleges that the Landlords served the N13 notice of termination in bad faith.

5. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below.

Evidence of the Tenant, Shazia Rahman (SR)

6. SR testified that she commenced her tenancy at the rental unit on December 1, 2021 and she resided in the rooming house with 5 other tenants.
7. SR stated that she and the other tenants were served with an N13 notice of termination on January 1, 2023 stating that the Landlords required the unit to be vacant so that extensive renovations could be completed. The termination date in the notice was April 30, 2023 and they were advised that the renovations would be completed between June and August of 2023. The Landlord did not provide the one-month compensation to the Tenant.
8. SR testified that she and the other tenants provided a letter dated April 17, 2023 to the Landlord advising him that she and the other tenants would like to move back into their rental units as soon as the renovations were completed. SR stated that she attempted to meet with the Landlord to deal with the current issue and to ensure that they understood the tenants' rights. SR stated that the Landlord failed to get back to her so she dropped this letter off on April 29, or April 30, 2023 at the Landlord's residence which is located at 86 Ward Street, right across the street from the rooming house. A copy of this letter is found in Evidence ID #7093712.
9. SR testified that she heard from one of her other tenants on July 21, 2023 and that tenant shared the text messages (between the Landlord and the other tenants) with SR. She read out the text message where the Landlord stated that the girl in Unit A will not be returning because she had rabbits and that the rabbits ruined the floor and caused a terrible mess. The Landlord stated in the message that SR will not be allowed in the rooming house. These text messages between the Landlord and the other tenants were found in Evidence ID #7093712.
10. SR testified that some of her previous roommates entered into a new lease with the Landlord and some of the tenants were new. She also stated that the Landlord created new leases for her rooming house and the upper rooming house and each of those leases included a \$600.00 increase in rent.
11. SR also stated that the previous tenants who moved back into the renovated units stated that there were very few renovations done at all.
12. SR stated that after attempting to get in touch with the Landlord many times in August of 2023 to retrieve her possessions, the Landlord finally called her back and told her that she was forbidden to return and that he would be sending her an eviction notice.
13. SR stated that the Landlord changed the locks to the rental unit and she was not allowed to return to get her belongings including a new rug that she had just purchased.
14. SR stated that she was a student at McMaster University and trying to find a new place to live right before university started was extremely stressful and caused her to have to

travel between Hamilton and Toronto (where she was staying during renovations) to find alternate accommodations.

15. SR stated that not being able to return to her Unit A caused an enormous amount of stress as she was only given a very short amount of time to find a place. This stress caused her disability to worsen and SR provided two medical letters from her doctor which stated that the Tenant suffers from a persistent/prolonged disability which is episodic in nature. That medical information was in the same evidence package mentioned previously.
16. SR provided a copy of her new lease for her new rental unit and that lease is included in the same evidence package. SR's new rent is \$820.00 per month which is \$370.00 more than her previous rent of \$450.00.
17. SR is seeking a rent differential of \$370.00 per month x 12 = \$4,440.00.
18. SR is seeking moving expenses and travel expenses for her trips from Toronto to Hamilton to find another rental unit. She stated that she had to make 11 round trips between Hamilton and Toronto so that she could secure another accommodation and move her belongings into the new unit. She is seeking \$428.09 for these expenses.
19. SR is seeking compensation of \$1,450.00. \$450.00 represents the required compensation that the Landlord failed to pay under section 50 of the Act. SR is seeking \$1,000.00 in compensation due to the fact that the Landlord failed to allow her to return to her unit, the Landlord illegally locked her out of the apartment and refused to allow her to retrieve her possessions. SR stated that having to go through this very stressful time caused her medical conditions to worsen which made the travelling more difficult and it caused her physical pain and emotional distress.
20. SR is seeking to have her rug returned which she apparently had just purchased prior to vacating the unit due to the N13 notice. Alternatively, she is seeking \$375.00 for this rug if the Landlord does not have the rug.

Evidence of the Landlord, Demetre Zeferis (DZ)

21. DZ did not dispute the dates or times set out by the Tenant in her evidence.
22. DZ confirmed that he received the April 17, 2023 letter from the Tenant and the other tenants that they wished to return to the unit after the renovations were complete.
23. DZ stated that he could not allow the Tenant to move back into the rental unit because the other tenants did not want her there. He said that he could not force the tenants to live with SR. He stated that none of the tenants wanted to live with the Tenant due to the smell and mess stemming from the Tenant's pet rabbits.
24. DZ testified that he had many pictures of Unit A where the Tenant resided and he stated that the floor had been damaged and required extensive repairs. He did not provide any of these pictures
25. DZ testified that he signed new leases with the tenants prior to their return to the rental units,

26. DZ stated that he was out of the country at the end of August of 2023 as he had personal surgery and was away in Turkey and then Greece.
27. DZ does not believe that he owes any money to the Tenant as she caused damage to the rental unit and no other tenants wanted to live with her. He stated that in these circumstances, he had no obligation to allow her to return to her rental unit.

.Analysis

28. Section 50 of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the “Act”) states, in part, as follows: (1) A landlord may give notice of termination of a tenancy if the landlord requires possession of the rental unit in order to, (c) do repairs or renovations to it that are so extensive that they require a building permit and vacant possession of the rental unit.” Further section 50(3) states that “A notice under clause (1) (c) shall inform the tenant that if he or she wishes to exercise the right of first refusal under section 53 to occupy the premises after the repairs or renovations, he or she must give the landlord notice of that fact in accordance with subsection 53(2) before vacating the rental unit.”
29. The Form N13 served to the Tenants on January 1, 2023 is a form approved by the Board and complies with the requirements set out in section 50 of the Act. Similarly, the notice provided by the Tenant to the Landlords on April 28, 2023, outlining her intent to exercise her right of first refusal meets the requirement of section 53 of the Act.
30. The Act clearly sets out a scheme to be followed by landlords and tenants in the event that a unit requires renovations to it that are so extensive that they require a building permit and vacant possession of the unit. As discussed below, while the legislation does not explicitly set out a specific remedy in the event that a landlord fails to allow reoccupation of the unit pursuant to subsection 53(1) of the Act, this does not oust the jurisdiction of the Board. Further to interpret the Act as permitting the Landlord to flaunt its obligation to allow the Tenant to return to the rental upon the completion of the renovations would be both absurd and inconsistent with the purposes of the Act.
31. Section 1 of the Act states: “The purposes of this Act are to provide protection for residential tenants from unlawful rent increases and unlawful evictions, to establish a framework for the regulation of residential rents, to balance the rights and responsibilities of residential landlords and tenants and provide for the adjudication of disputes and for other processes to informally resolve disputes.”
32. Given the clear intent behind section 53, which is entirely harmonious with one of the purposes of the Act – protection from unlawful evictions, to suggest that the Legislature also intended that there be no remedy in the face of a breach by a landlord, is extremely unreasonable and inequitable.
33. For sections 50, 53 and 57 to be consistent with the aims of the Act, not only must the scheme encompass a remedy when a landlord does not demolish, convert or repair or renovate the rental unit within a reasonable time after the former tenant vacated the rental unit, but also when a landlord engages in any action, which undermines the aims of the

sections and the Act as a whole. Such impugned action includes, as is the case here, advising the Tenant, after they vacated the unit in accordance with the Form N13 and advised the Landlord of their intent to reoccupy the unit, advising the Tenant that they are not allowed to return to their unit and illegally changing the locks of the rental unit.

34. In this case, I am of the view that when the Landlord served the N13 on January 1, 2023, they did not possess the required good faith to repair or renovate the rental unit within a reasonable time after the former tenant vacated the rental unit and to honour their statutory obligation to allow the Tenant to move back into the unit once the renovations were completed.
35. DZ's actions after the Tenant vacated the rental unit are not in dispute. The Landlord re-rented the unit to a new tenant and refused to respond to the Tenant's continuous requests for a date to return to her unit. The Landlord further increased the rents for the rooming houses despite the fact that he is prohibited from doing this under the Act.
36. The Landlord did not dispute any of the evidence provided by the Tenant and maintained that he had no obligation to re-rent to the Tenant due to the Tenant's rabbits despite section 53 of the Act.
37. For the reasons above, I view the Landlord's service of the N13 as an attempt to thwart the Act and unlawfully evict this particular Tenant. Therefore the Landlord gave the Tenant the Form N13 in bad faith and the Board may award the remedies contained in section 57(3) of the Act.
38. The Tenant's application will be granted.

Remedies

39. I am satisfied that most of the remedies requested by the Tenant are fair and reasonable. As such, I will award the rent differential of \$4,440.00, the moving and storage expenses of \$428.09, the compensation of \$1,450.00 which includes the monthly compensation owed under section 50 of the Act and \$1,000.00 for the emotional distress caused by the Landlord's failure to adhere to the Act and the application fee. I will not be awarding any amount for the rug that the Tenant left in the rental unit. I was not provided with any receipts or pictures to support this claim.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$6,366.09. This amount represents:
 - \$4,440.00 for the rent differential;
 - \$428.09 for the moving and storage expenses;
 - \$1,450.00 for compensation; and.
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by February 24, 2026.

3. If the Landlords do not pay the Tenant the full amount owing by February 24, 2026, the Landlords will owe interest. This will be simple interest calculated from February 25, 2026 at 4.00% annually on the balance outstanding.

February 13, 2026
Date Issued

Carrie Bertrand
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.