



Order under Section 57 Residential Tenancies Act, 2006

Citation: ASSAD KAWMI v GULZAR, 2026 ONLTB 13726

Date: 2026-02-17

File Number: LTB-T-088764-24

In the matter of: 5648 ETHAN DR
MISSISSAUGA ON L5M0V1

Between: RUBA ASSAD KAWMI Tenant
BASSEL KAWMI

And

YASIR GULZAR Landlord

RUBA ASSAD KAWMI and BASSEL KAWMI (the 'Tenant') applied for an order determining that YASIR GULZAR (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on February 3, 2026.

The Landlord, Tenant's Legal Representative, Yuvraj Bhullar, and the first-named 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 Landlord must pay to the Tenant the amount of \$18,095.00.

Background:

2. By way of background, the rental unit is a two floor, four-bedroom single detached house with two bathrooms and one kitchen. The Tenant's family moved into the rental unit in October 2017 and moved out on February 9, 2024. The Tenant was served with an N12 notice of termination on October 4, 2023, with a termination date of January 31, 2024. The N12 states that the Landlord's parents and child intend to occupy the rental unit.
3. The Landlord began to list the rental property for sale on March 21, 2024, and the rental property was sold on March 28, 2024.

The Tenant's Application:

4. This application is brought pursuant 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:
 - i. The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act.
 - ii. The Tenant vacated the rental unit as a result of the N12 notice of termination.
 - iii. No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
 - iv. The Landlord served the N12 notice of termination in bad faith.
5. There is no dispute between the parties about the first, second, and third elements of this test. The Tenant was served with a notice pursuant to section 48 of the Act. The Tenant moved out on February 9, 2024, as a result of the Landlord's notice. The Landlord's parents and his daughter did not move into the rental unit after the Tenant vacated.
6. The only remaining issue to be determined is whether the notice was given in bad faith.

Bad Faith:

7. The Tenant testified that the Landlord approached the Tenant in July 2023 and asked whether the Tenant was interested in purchasing the rental unit because the Landlord's financial situation was not good, and the Landlord wished to sell the rental unit. When the Tenant refused, the Tenant testified that the Landlord began asking the Tenant to move out in August and September 2023 because the Landlord wanted to sell the property. The Tenant testified that they refused to move out and advised the Landlord that the Landlord could proceed with a sale while they remained in the rental unit and that they would cooperate with showings. On October 4, 2023, the Landlord served the Tenant with an N12 notice stating that the Landlord's parents and child intended to occupy the rental unit. Text messages between the Landlord and the Tenant dated between July 24 and October 14, 2023, were submitted and entered into evidence.
8. The Tenant further testified that after they vacated on February 9, 2024, they learned that the rental unit was listed for sale on March 21, 2024, and sold on March 28, 2024, which was within two months after they vacated.
9. The Landlord did not dispute that he was trying to sell the rental unit in the summer of 2023, and confirmed that it sold on March 28, 2024. The Landlord testified that, by the fall of 2023, the family's circumstances changed because his 17-year-old daughter planned to attend university in Toronto and had never lived alone. The Landlord testified that, because he and his wife live abroad, his parents, who were then aged 73 and 78, agreed to relocate to the rental unit with the daughter in order to support her while she attended school. The Landlord relied on a sworn declaration from his mother, evidence of WhatsApp communications between him and his parents about preparations and renovations that he says were consistent with an intention to move in.
10. The Landlord further testified that there was a material change in circumstances giving rise to the collapse of his plans. The Landlord testified that his 73-year-old mother slipped and fell in January 2024 and suffered a second fall near the end of February 2024, after which medical advice changed and she was advised not to go up or down any stairs. The

Landlord testified that the rental unit has stairs at the entry and additional stairs leading to the bedrooms, and that following the second fall, and the medical recommendation dated March 8, 2024, his parents could no longer safely move into the rental unit as planned. The rental unit was listed for sale in March 2024 and sold on March 28, 2024.

Law and Analysis:

11. The evidence before me is that the rental unit was sold, and the Landlord's parents and child did not move into the rental unit after the Tenant vacated. In these circumstances, the N12 notice is presumed to have been given in bad faith pursuant to subsection 57(5) of the Act. The Landlord has the opportunity to rebut the presumption of bad faith. Once the presumption of bad faith is triggered, the burden shifts to the Landlord to prove, on a balance of probabilities, that the N12 notice was given in good faith.
12. The Landlord did not rebut this presumption.
 - i. *The Landlord's parents' and daughter's intentions:*
13. For the reasons that follow, I am not satisfied that the Landlord's parents and his daughter genuinely required possession of the rental unit for the purpose of residential occupation.
14. The test I need to apply here is found in *Feeney v. Noble*, 1994 CanLII 10538 (ON SC), in which the Court held that "*the test of good faith is genuine intention to occupy the premises and not the reasonableness of the Landlord's proposal*". This principle was upheld in *Salter v. Beljinac* 2001 CanLII 40231 (ON SCDC) where the Court held that the "*good faith*" requirement simply means that the Landlord sincerely intends to occupy the rental unit². The Landlord may also have additional motives for selecting a particular rental unit, but this does not affect the good faith of the Landlord's notice.
15. In this case, I have limited ability to assess whether the Landlord's parents and daughter had a genuine intention to occupy because they did not attend the hearing to answer questions about their intentions. If they intended to occupy the rental property, I would have expected the Landlord to call them to provide testimony about their plans. The Landlord relied primarily on his mother's declaration dated on October 5, 2023. The Landlord did not submit evidence from his father or his daughter. The Landlord also relied on text messages between himself and his parents' concerning renovations discussed in October 2023.
16. Normally, when a person named in an N12 says they intend to move into a rental unit, that person attends the hearing to answer questions about their intentions, including where they currently live and why they intend to move, and other circumstances that assist in assessing genuine intent. Here, because none of them attended, I cannot ask those questions or meaningfully evaluate their intentions. Although hearsay evidence may be admitted, the weight to be given to it depends on the circumstances. In this case, because the Tenant's legal representative could not test the evidence by cross examination of the persons said to be moving in, I give the text messages every limited weight.
17. For these reasons, I find that the Landlord led insufficient evidence to establish that his parents and his daughter genuinely intended to reside in the rental property when the notice of termination was served.

ii. *The Timing of the Sale*

19. It is the Landlord's position that there was a material change in circumstances because of his mother's condition. The Landlord testified that he served the notice in good faith because, at the time he served it, he could not have anticipated his mother's falls. For the following reasons, I am not satisfied that the Landlord served the notice in good faith.
20. In the Court of Appeal's recent decision in *Elkins v. Van Wissen*, 2023 ONCA 789, the court held that the LTB should consider all relevant evidence when determining whether the N12 was served in bad faith and should not restrict itself to consideration of whether there was good faith at the time the N12 was served.
21. In this case, the Landlord relied on a medical note dated March 8, 2024, stating that his mother should not go up or down stairs, with a review in 8 weeks. The Landlord filed no evidence to show that his mother attended for reassessment or that the restriction was permanent. The Landlord testified that the plan changed after March 8, 2024, but provided no evidence showing steps taken between February 9, 2024, and March 8, 2024, to prepare for the parents and daughter to move into the rental property. The Landlord also testified that his parents were not in Canada from January to April 2024. Despite that, the Landlord listed the rental property for sale on March 21, 2024²⁰²³, only a few weeks after the medical note and before any review or follow up. I am not persuaded that the Landlord's evidence establishes unforeseen circumstances that explain the failure of the parents and daughter to move in after the Tenant vacated.
22. Based on the totality of the evidence, I am not satisfied that the Landlord's parents and daughter intended to occupy the rental property for at least one year at the time the N12 notice was served or when the Tenant vacated. It is more likely than not that the Landlord sought vacant possession to facilitate a sale. On a balance of probabilities, I find that the N12 notice was given in bad faith.
23. Accordingly, I find that all of the elements of the legal test in section 57 of the Act have been satisfied.

Remedies

24. The Tenant requests the following remedies:

- Rent differential, totalling: \$12,000.00.
- Moving expenses, totalling: \$2,153.3.
- General compensation, totalling: \$17,723.81.
- The Landlord must pay a fine to the Board.

Rent differential:

25. The Tenant testified that the rent for the subject unit was \$2,800.00 per month and that she now pays \$3,350.00 per month for a replacement three-bedroom upper-level unit located in a single detached house, and she must share other facilities with other tenants. The Tenant testified that the new rental unit is much smaller than the former rental unit and she could not fit all of her furniture. The Tenant moved into the new unit on February 9,

2024, and continues to live there. A copy of the lease agreement was submitted as evidence.

26. As I indicated at the hearing, when determining entitlement to a rent differential, the Board must assess whether the former and current rental units are comparable, though not necessarily identical. Since the Tenant's current home is smaller than the former rental unit, I am satisfied that she mitigated her damages by moving to a smaller unit. However, because she is paying \$550.00 more each month for a smaller unit, I find that she is entitled to 12 months. Total amount is $\$550.00 \times 12 = \$6,600.00$

Moving Costs:

27. The Tenant seeks \$2,153.30 for out of pocket moving costs. The Tenant submitted a U Haul receipt dated February 4, 2024, in the amount of \$247.00, and I am satisfied that she is entitled to reimbursement for this cost.
28. The Tenant also submitted an invoice dated February 8, 2024, in the amount of \$2,000.00. The Tenant testified that this was for movers on February 8, 2024. However, the invoice does not identify who issued it, does not contain sender information, and does not provide a breakdown of the work. In the absence of reliable information, I do not find this evidence sufficient. I therefore find that this cost is not proven, and I do not award it.

General competition:

29. The Board's authority to order general compensation is found at section 57(3) (1.1), which states:

An order that the Landlords pay a specified sum to the former Tenant as general compensation in an amount not exceeding the equivalent of 12 months of the last rent charged to the former Tenant. An order under this paragraph may be made regardless of whether the former Tenant has incurred any actual expenses or whether an order is made under paragraph 2 [Emphasis added]

30. The Tenant and her family lived in the rental property for almost 7 years and intended to remain long term but moved because of the Landlord's notice. The Tenant testified that the unit was their first home in Canada after immigrating in 2017 following years of displacement, and that stability for her children was important.
31. The Tenant testified that the move caused significant disruption, particularly because her daughter was in her final year of high school and refused to change schools. The Tenant testified that she drove her daughter from Oakville to Mississauga in the mornings when she could, and that her daughter returned by Uber, while her son changed schools. In these circumstances, I find general compensation equivalent to 4 months' rent is fair: $\$2,800.00 \times 4 = \$11,200.00$

Administrative Fine:

32. The Board's Interpretation Guideline 16: Administrative Fines, states that the purpose of a fine is to encourage compliance with the Act and to deter Landlords from engaging in

similar activities in the future. It goes on to say, “this remedy is most appropriate in cases where the Landlords have shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance.”

33. I find that the actions of the Landlords in this case do demonstrate a blatant disregard for the Act. However, I find that the remedies already awarded should provide adequate deterrence from engaging in similar acts. As such, no fine shall be ordered.

34. This order contains all of the reasons intended to be given; no further reasons shall issue.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$18,095.00. This amount represents:
 - \$6,600.00 for increased rent the Tenant has incurred for the one-year period from February 9, 2024, to February 28, 2025.
 - \$247.00 for the reasonable moving, storage and other like expenses that the Tenant has incurred as a result of having to move out of the rental unit.
 - \$11,200.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 28, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 28, 2026, the Landlord will owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 17, 2026
Date Issued

Joy Xiao
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.