



Order under Section 57 Residential Tenancies Act, 2006

Citation: Evans v Ahmed, 2026 ONLTB 14219

Date: 2026-02-12

File Number: LTB-T-028849-24

In the matter of: Upper Unit, 75 DANIELS CRES
AJAX ON L1T1Y7

Between: Deborah Evans Tenant

And

Mobin Syed Ahmed Landlord
Sara Abedeen

Deborah Evans (the 'Tenant') applied for an order determining that Mobin Syed Ahmed and Sara Abedeen (the 'Landlord') collected or retained money illegally.

Deborah Evans (the 'Tenant') applied for an order determining that Mobin Syed Ahmed and Sara Abedeen (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on December 4, 2025.

The Landlord's Legal Representative Marie Beaupre, the Landlord Sara Abedeen, the Tenant's Legal Representative Maria Rayson and the Tenant Tenant attended the hearing.

Determinations:

T1 Application

1. The parties consented to an order that the Landlord retained an illegal security deposit of \$150.00 and that the Landlord did not pay interest on the rent deposit, an amount of \$250.01.
2. On consent the Landlord shall be ordered to pay to the Tenant \$400.01 to resolve the T1 application.

T5 Application

3. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay compensation to the Tenant.

4. 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:
 - 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.
5. It was uncontested that the Landlords served an N12 notice of termination for their own residential occupation.
6. It was uncontested that the Tenant vacated the rental unit as a result of the N12 notice.
7. The Tenant testified. They stated that the residential complex contains 3 rental units. They had been living in the upper unit at the time the N12 notice had been served. They stated that the complex had been listed for sale a week prior to the N12 notice being served.
8. They testified that the Landlords did not move into the rental unit. They referred to their document brief at DOC-4217055. At page 39, there is mail addressed to the upstairs tenants, that is not the name of the Landlord. They stated that the complex shares a single mailbox.
9. They referred to a text message at page 43. In that text message dated November 9, 2023, the Landlord Sara Abedeen requested that if they have complaints about their family members upstairs to contact them and not to approach the family upstairs.
10. On cross-examination, they stated that they only knew the family members in passing, that it included a man, women and 2 children. They believed that they had been there since November 2023.
11. The Tenant witness Brett Pointner testified. They are a tenant residing on the main floor. They have been a tenant for approximately 2.5 years.
12. They stated that they may have seen the Landlord Mobin Syed Ahmed maybe 7 times since they moved in, and that they have never seen Sara Abedeen at the rental unit.
13. The Tenant witness Taylor Evans testified. They are the Tenants daughter. They testified that they reside in the Tenant. They stated that they had seen the family residing in the upper unit.
14. The Landlord Sara Aberdeen testified. They confirmed that the residential complex had been listed on the market in 2023 and had been listed multiple times since then.
15. They testified that when they served the N12 they intended to take over both the main and upper units. They also stated that they were going through a difficult time in their marriage, and they needed space for themselves.
16. They testified that their brother's family, the 4 of them, occupied the master bedroom and that they occupied another bedroom, and that the 3rd bedroom was vacant.

17. They testified that they had moved in, and not their spouse. Their brother and his family had moved in at the same time. They testified that they moved out in December 2024. They confirmed that their brother still resides in the rental unit.
18. They testified that they did not normally do laundry at the residential complex, that they did their laundry at their parent's condo in Scarborough. They stated that they were undergoing some medical treatments in Scarborough as well.

Analysis

19. I did not find the Landlord's testimony credible. The suggestion that in a 3-bedroom unit, that their brother, his wife and two kids shared a single bedroom strained credulity.
20. I also did not find it credible that the Landlord Sara Abedeen had moved into the rental unit on a full-time basis. They confirmed that they were receiving medical treatments in Scarborough and had been spending time at their parents' place in Scarborough.
21. The Landlord confirmed that they had listed the property for sale several times both before and after the N12 notice had been served.
22. The Landlord testified that they intended to occupy both the main and upper units, and yet only served an N12 on the upper unit Tenant.
23. Subsection 57(5) (c) provides that a notice is presumptively given in bad faith if the building is advertised for sale.

(5) For the purposes of an application under clause (1) (a), it is presumed, unless the contrary is proven on a balance of probabilities, that a landlord gave a notice of termination under section 48 in bad faith, if at any time during the period described in subsection (6) the landlord,

...

(c) advertises the rental unit, or the building that contains the rental unit, for sale;

24. Based on the preponderance of the evidence, it is more likely that the Landlord's brother and their family moved into the rental unit. Their brother is not an authorized person for which an N12 Notice may be given.
25. I am also satisfied on a balance of probabilities that the N12 Notice was not given in bad faith, because the building had been listed for sale right before and after the N12 notice was given.
26. In my view it is more likely that the Landlord's brother is renting the unit. I did not find it credible that they would reside in the unit and were continuing to reside in the unit rent free.
27. The Landlord did not file any evidence to support the assertion that they had actually taken up residential occupation of the rental unit. Such evidence could have included

change of address forms, for various accounts, or such other documents to indicate they were actually residing in the rental unit.

28. The N12 Notice also provided that both Landlord's would be occupying the rental unit. The Landlord testified that their spouse did not occupy the rental unit.
29. Finally, even if I accept the Landlord's evidence that they were occupying part of the rental unit, I find their "sporadic" occupation does not constitute "residential occupation" for the purpose of section 48. In numerous decisions of this Board and the Divisional Court (see *Wiazek v. Armstrong* [1994] O.J. No. 2737; and *McDonald v. Smith* [1993] O.J. No. 1680) it has been established that casual or intermittent use of the rental unit, as was described by the Landlord, does not meet the standard of "residential occupation" for the purposes of section 48 of the Act. In this case, I find that the Landlord's sporadic or part-time occupation of the rental unit does not constitute "residential occupation" under section 48(1). I see no reason not to apply the same principle to the phrase "occupied the rental unit" in section 57(1)(a). In other words, I am not satisfied on a balance of probabilities that the Landlord occupied the rental unit within a reasonable time after the Tenants moved out.
30. For all of these reasons I am satisfied on a balance of probabilities that the Landlord's service the N12 notice in bad faith.

Remedies

31. Subsection 57(3) sets out the possible remedies where bad faith has been established.

1. An order that the landlord pay a specified sum to the former tenant for all or any portion of any increased rent that the former tenant has incurred or will incur for a one-year period after vacating the rental unit.

1.1. An order that the landlord 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.

1.2 An order that the landlord pay a specified sum to the former tenant for reasonable out-of-pocket moving, storage and other like expenses that the former tenant has incurred or will incur.

2. An order for an abatement of rent.

3. An order that the landlord pay to the Board an administrative fine not exceeding the greater of \$10,000 and the monetary jurisdiction of the Small Claims Court.

4. Any other order that the Board considers appropriate.

32. In *Offredi v. 751768 Ontario Ltd* at paragraph 12, the Divisional Court found that there is no mathematical way in which an appropriate amount of a rent abatement could be determined.

As to the amount of the reduction, the learned judge recognized that there was no mathematical way in which an appropriate amount could be determined. He obviously wrestled with the problem and arrived at the conclusion that 20% was a fair figure in this case to compensate the tenants for the deplorable conditions to which they have been subjected. We can see no justification for our changing that decision, made by the judge who heard the evidence as to those conditions.

33. I must consider what is fair in all the circumstances. The parties did not provide case law on an appropriate remedy or to show what may have been ordered by the Board in past decisions for consideration.
34. The Landlord submitted that the Tenant was aware that the new rental unit was smaller and did not include storage, and because they chose to move into that rental unit, they should not be compensated for that.
35. The Tenant requested a rent abatement because they moved into a smaller unit for a total amount of \$5,385.60. They also requested that the Landlord reimburse the Tenant for the higher rent they are paying for the smaller unit, for a total amount of \$2,604.00.
36. The Tenant described the rental unit as being a large 3-bedroom unit with a fireplace. The rent was \$1,683.00 utilities included. They also had onsite storage.
37. They described the unit they moved into as a small 2-bedroom basement apartment for \$1,845.00 plus 30% of utilities. They did not have onsite storage. They also allege that they have lawn care and snow removal responsibilities at the new unit.
38. I note that the Tenant accepted the Landlord's N12 Notice and did move out before the termination date. In my view the compensation requested is reasonable in all of the circumstances.
39. In doing so, although the Tenant has indicated they have lawn care and snow removal responsibilities, these do not form a part of a Tenancy agreement. As such the Tenant could choose to stop providing those services to the Landlord, in which case it would then still be a Landlord's responsibility. As a result, I did not give this any consideration.
40. The Tenant also requested to be reimbursed for moving and storage expenses. The total storage expenses amounted to \$1,618.17 and the moving expenses were \$570.00.
41. I am satisfied that these expenses are also reasonable in all of the circumstances and a total amount of moving and storage expenses of \$2,188.17 shall be ordered to be paid by the Landlord to the Tenant.
42. The Tenant also claimed \$856.18 in general damages because their sofa had been damaged in the move. The Tenant stated that they had paid movers for the move. As a

result, I am not satisfied that this is a reasonable claim. If the movers caused the damage, the responsibility to compensate the Tenant would rest with them.

43. The Tenant also paid \$48.00 for the application fee and is entitled to be reimbursed that amount.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$10,225.77. This amount represents:
 - \$5,385.60 for a rent abatement.
 - \$2,604.00 for increased rent the Tenant has paid for the one-year period September 2023 to August 2024,
 - \$2,188.17 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.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 23, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 23, 2026, the Landlord will owe interest. This will be simple interest calculated from February 24, 2026 at 4.00% annually on the balance outstanding.

February 12, 2026
Date Issued

Robert Patchett
Vice Chair, Landlord and Tenant Board

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