



Order under Section 57 Residential Tenancies Act, 2006

Citation: Lewis v Qureshi, 2026 ONLTB 18147

Date: 2026-03-04

File Number: LTB-T-024187-25

In the matter of: 112 BONFIELD PVT
ORLEANS ON K4A5E2

Between: Latoya Lewis Tenant

And

Sabeha Qureshi Landlord

Latoya Lewis (the 'Tenant') applied for an order determining that Sabeha Qureshi (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on September 29, 2025 and February 23, 2026. The Landlord and the Tenant attended the hearings. Sarah Teal represented the Landlord. Tiffany Chenard represented the Tenant.

I heard evidence from the Tenant, the Landlord and Nadia Dore. I considered the documents filed by the Tenant **[DOC-6448053]** and the Landlord **[DOC-6471759]**. The documents filed by the Tenant included a declaration signed by Ms Dore on September 20, 2025.

Determinations:

1. On June 8, 2024, the Landlord delivered an N12 notice of termination that indicated that she wanted to retake possession of the unit for herself. The Tenant did not vacate the unit. On October 1, 2024, the Landlord delivered a second N12 notice that indicated that she wanted to retake possession of the unit for herself. The Tenant vacated the unit on December 15, 2024 as a result of this notice.
2. The Tenant filed this application on March 21, 2025. The Tenant requested: (a) a rent differential of \$6,900.00; (b) moving costs of \$1,600.00; (c) out-of-pocket costs of \$1,450.00 for a "packer/cleaner; and (d) out-of-pocket costs of \$420.00 for a "handyman". The Tenant also asked for: (a) 'general' compensation of \$3,000.00; and (b) \$700.00 in costs.
3. I am satisfied that: (a) an N12 notice was delivered; (b) the Tenant vacated the unit as a result of the N12; and (c) the person identified on the N12—the Landlord—did not occupy the unit within a reasonable time after the Tenant vacated—the Landlord's evidence was

that no one occupied the unit on a full-time basis until March of 2025, which I find is a not a reasonable time after the Tenant vacated on December 15, 2026.

4. The issue on this application was whether the N12 was given in good faith—whether the Landlord genuinely intended to retake possession of the unit for her personal use when the N12 was issued.
5. Subsection 57(5) of the *Residential Tenancies Act, 2006* does not apply. As a result, the onus was on the Tenant to establish on the balance of probabilities—that it is more likely than not—that the Landlord did not genuinely intend to retake possession of the unit for personal occupation. For the reasons set out below, the Tenant did not meet that burden.
6. Determining a landlord's genuine intention is difficult because it requires the LTB to determine the landlord's subjective intent. It is typically the case that the landlord's intent will be determined by inference rather than based on direct evidence.
7. An inference is a logical, reasonable deduction of fact drawn from proven facts.
8. The Tenant asked that I infer that the Landlord was not acting in good faith—did not genuinely want to move into the unit. The only 'proven fact' based upon which the Tenant wants the LTB to make an inference that the Landlord was not acting in good faith when she delivered the N12 is that the Landlord never moved into the unit and, instead, the Landlord's cousin and her family moved into the unit.
9. I accept that if it were proven on the balance of probabilities—that it is more likely than not—that the Landlord never moved into the unit, the LTB **could** make an inference that the Landlord was not acting in good faith when she delivered the N12. In the absence of an explanation, common sense and experience indicate that where a landlord delivers an N12 asserting they want to move into a unit and they do not do so, the landlord more than likely had no intention of moving into the unit when the N12 was delivered.
10. However, the Landlord disputed the Tenant's assertion that she did not move into the unit. The Landlord asserted that while she did not move into the unit immediately after the Tenant vacated, she began living in the unit in March of 2025.
11. Considering the evidence provided to me, I find that it was more likely that the Landlord did move into the unit.
12. The Tenant asserted that:
 - (a) when she attended at the unit on December 20, 2024 to pick up a package, the door was answered by a person who identified themselves as the Landlord's brother;
 - (b) when she attended at the unit to pick up mail in February of 2025 the door was answered by a person who identified herself as "Yuna" (sp) who told her that the Landlord was not present; and
 - (c) in December of 2024 and January of 2025, a neighbour—Ms Dore—told her that a family had moved into the unit; and

- (d) another neighbor who did not attend to provide evidence and who was identified only as 'Maria' observed the Landlord's brother drop off two individuals at the unit and these individuals later moved into the unit.

13. Ms Dore lives directly across from the unit. Ms Dore testified that:

- (a) a couple and their young daughter had moved into the unit after the Tenant vacated;
- (b) a white Toyota—CRFV 496—is consistently parked in the parking space allocated to the unit and belongs to the people who live in the unit; and
- (c) based on a picture of the Landlord provided to her by the Tenant, she has not seen the Landlord at the unit¹.

14. The Landlord testified that:

- (a) she purchased the unit in June of 2021 with the intention of eventually moving into the unit;
- (b) she didn't want to incur moving cost so she slowly moved her belongings into the unit;
- (c) she has been living in the unit on a full-time basis since March of 2025;
- (d) a female cousin and the cousin's daughter live in the unit with her;
- (e) a male cousin regularly visits the unit;
- (f) her cousin owns the Toyota parked in the parking space assigned to the unit;
- (g) she typically wears a head covering; and
- (h) she has anxiety issues and rarely leaves the unit to interact with her neighbours.

15. While there were some what I would characterize as minor inconsistencies in the Landlord's evidence and some gaps in her memory, I attribute that to nerves--the Landlord was clearly nervous and testified to having anxiety-related issues, which I accept. Overall, I found the Landlord to be truthful. I accept her evidence that she moved into the unit and has been living in the unit with her cousin since March of 2025.

16. I did not find the Tenant or Ms Dore to be lacking credibility. However,

- (a) the Tenant's experience when she attended at the unit is generally consistent with the Landlord's evidence; and

¹ I note that the picture provided to Ms Dore appears to have been of the Landlord without a head covering and the Landlord's evidence, which I accept, is that she customarily wears a head covering. The female(s) in the pictures of the occupants uploaded by the Tenant, which I understand to have come from Ms Dore are all wearing head coverings.

- (b) what Ms Dore observed—or did not observe—was, in my view, adequately and credibly explained by the Landlord.
17. The Landlord filed documents that showed that she changed her ‘official’ address to be the unit and had certain utilities transferred into her name.
 18. Tenant did not question that the utility accounts were, at some point, placed into the Landlord’s name but cross-examined the Landlord on when she transferred the utility accounts into her name and pointed to what appeared to be—and that I accept are—gaps in the periods covered by the utility bills filed by the Landlord.
 19. The Tenant asked me to infer that the Landlord did not move into the unit—and by extension never genuinely intended to move into the unit—based on the date that the utility accounts were switched i.e., that the Landlord only changed over the utility accounts when she realized that the Tenant ‘was on to her’ and the N12 not did not ‘cover’ her cousin.
 20. I am not prepared to make that inference.
 21. The fact that the Landlord might not have transferred certain of the utilities into her name until March of 2025 or there may be ‘gaps’ in the period covered by the utility bills provided by the Landlord does not, in my view, tend to establish—or in and of itself support a finding—that the Landlord did not actually move into the unit or did not genuinely intend to retake possession of the unit for personal occupation when the N12 notice was delivered.
 22. There was no evidence that the utility accounts in issue were ever in the name of anyone other than the Tenant and then the Landlord.
 23. The Tenant did not cross-examine the Landlord on the documents that indicated that her address was that of the unit.
 24. I wish to note that I am not concluding that the Landlord moved into the unit only because she changed her address and had certain utilities transferred into her name. The evidence that the Landlord provided that she had changed her ‘official’ address to the unit and had certain utilities transferred into her name is part of the ‘package’ of evidence I considered.
 25. The fact that the Landlord, for example, transferred certain utility accounts into her name is, in and of itself, evidence of nothing but that the Landlord transferred the utility accounts into her name. It does not tend to establish—or in and of itself support a finding—that the Landlord moved into the unit or genuinely intended to retake possession of the unit for personal occupation when the N12 notice was delivered.
 26. My finding that it is more likely that the Landlord moved into the unit is based on the totality of the evidence, including the documents filed and the testimony given by the parties and Ms Dore.
 27. In summary, while I can appreciate the Tenant may have been—and likely continues to be—suspicious as to whether the Landlord is living in the unit, suspicion is not enough. The onus was on the Tenant to establish that it was more likely than not that the Landlord had

not moved into—was not living in—the unit such that an inference could be made that the Landlord did not genuinely intend to move into the unit when the N12 notice was delivered.

28. I am satisfied based on the evidence that it is more likely than not that the Landlord did move into the unit and has lived in the unit since March of 2025. Based on that finding, I find that it is more likely than not that the Landlord genuinely intended to move into the unit when the N12 notice was delivered.
29. I wish to note that I had to interrupt Ms Teal's re-examination of the Landlord because she strayed well outside of what I consider to be 'proper' re-examination.
30. Re-examination is not an opportunity to introduce new evidence. The purpose of re-examination is to allow a witness an opportunity to explain, clarify or place in context evidence given in cross-examination. To be proper re-examination, a question must arise out of the cross-examination and must not invite the witness to repeat evidence given when that witness provided their direct evidence. Leading questions are not permitted on re-examination. **[See GDE Adair, *On Trial* (Butterworths: 2004) Chap 28]**
31. Ms Teal was straying outside of the permitted scope for re-examination and was asking leading questions. I explained to Ms Teal the proper scope of re-examination. I even went so far as to verbally provide Ms Teal with a 'template' for how, in my view, proper re-examination should be done. Ms Teal continued to ask questions of the Landlord that were, in my view, not proper on re-examination, so I terminated her re-examination.

It is ordered that:

1. The application is dismissed.

March 4, 2026
Date Issued

E. Patrick Shea
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.