



Order under Section 57 Residential Tenancies Act, 2006

Citation: Radu v Hanif, 2026 ONLTB 18731

Date: 2026-03-05

File Number: LTB-T-006257-24

In the matter of: 2603, 318 RICHMOND ST W
TORONTO ON M5V1X2

Between: Monica Radu Tenant

And

Rana Amjad Hanif Landlord

Monica Radu (the 'Tenant') applied for an order determining that Rana Amjad Hanif (the 'Landlord') gave a notice of termination in bad faith.

As a result of order LTB-T-006257-24-RV-IN2, issued October 28, 2025, this application was ordered to be reheard. The rehearing was held by videoconference on September 11, 2025, and January 14, 2026.

The Tenant attended the hearings. The Landlord was represented at the hearing by Pooja Lal.

Determinations:

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

Background

2. On July 29, 2023, the Landlord served the Tenant with an N12 notice of termination with a termination date of September 30, 2023. The notice stated that the Landlord's son intended to move into the rental unit for residential purposes.
3. The Tenant vacated the rental unit on October 11, 2023, after securing alternate accommodation.
4. The Landlord's son moved into the rental unit in October 2023. Shortly thereafter, her received a job a job offer in Bahrain at the end of November 2023 and moved out of the rental unit in December 2023.

5. The rental unit was listed for rent in December 2023 at a monthly rent significantly higher than the rent paid by the Tenant.

T5 Application

6. 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.
7. There is no dispute between the parties with respect to the first two elements of the legal test. The Tenant received an N12 notice on July 29, 2023, and moved out because of that notice.

Residential Occupation

8. In the context of applications for eviction based on an N12 notice for landlord's own use, it is well settled law that temporary or part-time residency does not constitute "residential occupation" under section 48(1). (See for example: *Kohen v. Warner*, [2018] O.J. No. 3307 (Ont. Div. Ct.).)
9. In this case, the Landlord's son moved into the rental unit in October 2023 and moved out the following month. I find that this brief period of occupation does not constitute genuine residential occupation as contemplated by section 48 of the Act. Accordingly, I find that no person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated.

Was the N12 given in bad faith?

10. The facts in this case trigger the reverse onus clause in s. 57(5). That provision says that if a landlord gives a notice under s. 48 and then puts the unit up for sale or rent within one year of the tenant vacating, the landlord is presumed to have given the notice in bad faith "unless the contrary is proven on a balance of probabilities".
11. The evidence establishes that the rental unit was listed for rent in December 2023, approximately two months after the Tenant vacated. Accordingly, the statutory presumption of bad faith applies and the burden shifts to the Landlord to rebut that presumption.
12. The Landlord testified that the purpose of serving the N12 in July 2023 was to allow his son to move back into the unit following completion of his studies.
13. He testified that his son had been working temporarily as a project manager earlier in 2023 under what he described as a probationary or transitional arrangement. The son's employment ended in late August or early September 2023. According to Landlord his son wanted to live in the condo to pursue job opportunities and establish himself professionally.

14. His son received an overseas job offer in Bahrain in late November 2023 and left the unit in December 2023.
15. The Landlord characterized the job offer as an unforeseen life change. He testified that once the son had to relocate, there was no reason to keep the unit vacant, and it was therefore re-listed.
16. The Landlord submits that the overseas job offer received in late November 2023 was an unforeseen life change that necessitated relocation and therefore rebuts the presumption of bad faith.
17. He testified that the rental market at that time was approximately \$2,500–\$2,600 per month and that the new rent reflected market conditions, not an attempt to profit.
18. The Landlord's son Rona Arslan Khan (RK) testified at the hearing. He testified that he was working temporarily as a project manager. He was unclear as to when his employment ended but he believes it was late August or early September 2023.
19. He later confirmed his father's testimony that he received the overseas job offer in November 2023 and relocated in December 2023.

Analysis

20. If a landlord serves a notice of termination under s.48 of the Act, the person referred to in the notice must have a genuine intent to reside in the rental unit for at least one year.
21. In many cases, the Board has found that an unforeseen change in circumstances that results in the person listed in the notice of termination unable to occupy the rental unit does not constitute bad faith.
22. However, in the present case before the Board I do not find the Landlord's son's change of plans to be to be an unforeseen circumstance that would rebut the presumption of bad faith set out in s.57(5) of the Act.
23. At the time the notice was served, the Landlord was aware that his son's employment was temporary and transitional in nature. The son was actively seeking employment and pursuing opportunities.
24. When a proposed occupant of a rental unit is in a transitional employment phase and actively applying for positions, the possibility of relocation is not remote or speculative. It is a reasonably foreseeable outcome of an active job search.
25. Moreover, several Board cases including TST-87742-17, TST-87559-17, and CET-67272-17, extend the Landlords' obligation to act in good faith beyond the time the notice of termination is served.
26. While it is unclear the exact RA's temporary employment it is undisputed that it ended before the Tenant vacated the rental unit. By the time the son's temporary employment ended in late August or early September 2023 the uncertainty regarding his long-term employment had increased. At that stage, the possibility that he might have to relocate to secure employment was even more apparent.

27. The Landlord told the Board he was aware of the one-year requirement for his son to reside in the rental unit. I find it was inherently risky for the Landlord to continue to pursue termination of the tenancy when a reasonable possibility exists that his son may not reside in the rental unit for at least one year. In my view it would have been reasonable for the Landlord to engage in discussions with the Tenant to see if there was a possibility of revoking the notice of termination.
28. Given the above, I am not satisfied the son's overseas job offer was reasonably unforeseeable change in circumstances that is sufficient to rebut the presumption of bad faith set out in section 57(5) of the Act. I find the Tenant has satisfied all the elements of test set out in section 57(1)(a) of the Act for their application to be successful.

Remedies

29. The Tenant seeks compensation for a 12-month rent differential between the rent paid for the rental unit and the rent paid at her new accommodation. The Tenant's monthly rent increased by \$1,043.00, Pursuant to section 57(3) of the Act, I award the Tenant \$12,516.00, representing 12 months of rent differential.
30. The Tenant's application sought the Landlord pay an administrative fine to the LTB. The Tenant did not provide submissions to the Board as to why she sought this was an appropriate remedy.
31. An administrative fine is a remedy to be used by the Board to encourage compliance with and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance.
32. In this case, I am not satisfied that the Landlord shown a blatant disregard for the Act. Therefore, I do not find an administrative fine to be an appropriate remedy.
33. The Tenant paid \$48.00 to file the application and is entitled to be reimbursed that cost.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$12,516.00. This amount represents:
 - \$12,516.00 for increased rent the Tenant has for the one-year period after vacating the rental unit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 16, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 16, 2026, the Landlord will owe interest. This will be simple interest calculated from March 17, 2026 at 4.00% annually on the balance outstanding.

March 5, 2026
Date Issued

Bryan Delorenzi
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.