



**Order under Section 57
Residential Tenancies Act, 2006**

File Number: LTB-T-040815-25

In the matter of: 217 Hampton Court
Newmarket ON L3Y3R2

Between: Laura Madsen Tenant

And

Babak Kashani Landlord

Laura Madsen (the 'Tenant') applied for an order determining that Babak Kashani (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on February 10, 2026.

The Landlord's legal representative, Sasam Emam, and the Landlord attended the hearing. Both Tenants attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant did not prove the following requirement in subsection 57(1)(a). The Tenant did not prove the Landlord did not occupy the rental unit within a reasonable time after the Tenant vacated.

Tenant evidence

3. The Tenant's position is the Landlord did not occupy the rental unit within a reasonable time. The Tenant stated that the Landlord moved into the rental unit months later, however the Landlord should have been able to move into the rental unit immediately as the rental unit was in a state of good repair.
4. The Tenant stated that they received an N12 notice for Landlord's own use on June 11, 2024 with a termination date of August 27, 2024. The Tenant served the Landlord an N9 notice requesting more time to move and provided a termination date of September 27, 2024.

5. The Tenant stated that they had purchased their own house and required the extra time to finalize the closing of their recently purchased house and time to move.
6. The Tenant stated that the Landlord did not move into the rental unit until July 2025 and holds the position that the 10-month delay is not a “reasonable time” for delay. The Tenant holds the position that the house was move in ready and the Landlord should not have needed to perform extensive renovations before moving in.
7. The Tenant submitted several photographs of the rental unit on October 6, 2024, December 5, 2024 and May 17, 2025. The photographs show there are no cars in the garage, and the grass has not been cut and in the December photograph the driveway has not been cleared of snow.
8. The Tenant believes the Landlord who is also a realtor, was undergoing renovations to sell the house and submitted a TikTok video from the Landlord’s account where the video shows the rental unit in an extensive state of renovations with a comment on the video stating, “Coming soon.” The video was posted on April 19, 2025.

Landlord evidence

9. The Landlord submitted a copy of his evidence package to dispute the Tenant’s claims in the application.
10. The Landlord stated he was living in a condo he owned at 50 Lynn Williams Street when he served the N12 notice to the Tenant.
11. The Landlord stated that he accepted the Tenant’s request for the extension of time the Tenant provided in the N9 noitce.
12. The Landlord does not dispute he moved into the rental unit approximately 10 months after the Tenant vacated the rental unit.
13. The Landlord claims he intended to move into the rental unit and changed his driver license address from the 50 Lynn Williams address to the rental unit address on October 1, 2024 with the expectation he was going to occupy the rental unit immediately. However, upon taking possession of the rental unit, he discovered the rental unit needed extensive work due to damage and excessive wear and tear in the rental unit. The Landlord stated that given the repairs needed in the rental unit he also decided to perform upgrades and other renovations to make the rental unit more livable to his standards.
14. The Landlord stated that he was forced to stay in his condo until the renovations and repairs were complete.
15. The Landlord submitted a copy of his driver license with the change of address form the condo to the rental unit, and the second copy change of address he made from the rental unit back to his condo when he was forced to return to his condo to reside until renovations in the rental unit were complete.

16. The Landlord submitted video and photos of the damage to the rental unit to support his position he had to perform repairs. The Landlord stated that the condition of the rental unit was not up to his liking and he decided to undergo extensive renovations to bring the rental unit up to a standard he desired in order to occupy.
17. The Landlord stated he took out Vacant Dwelling Buildings Insurance on October 3, 2024 for a one year term ending October 3, 2025 after he decided to renovate the rental unit for his occupancy.
18. Given the extent of the repairs and renovations the Landlord decided to perform he was unable to occupy the rental unit and changed his driver license back to the condo address. The Landlord intended to live in the condo until the renovations were complete.
19. The Landlord also stated he filed an L10 application with the Board as a result of the willful or negligent damage caused by the Former Tenant. That application has not been heard.
20. The Landlord does not deny the TikTok video was taken and stated that he is a realtor, and his partner took the video and posted the video to advertise his services. The Landlord claims the video was meant to drive excitement and posts many construction projects he was working on, and he had no intention of putting the rental unit up for sale. The Landlord notes the bottom of the description of the video states, "House renovation" and the video was strictly promotional.
21. The Landlord stated that once he determined that substantial work was required in the rental unit he started to inquire for quotes and services for trades such as electricians and plumbers to start the work.
22. The Landlord stated he was able to start some projects early and others much later citing contractors' unavailability for up to six months on some trades.
23. The Landlord stated he finally completed the renovations and moved into the rental unit July 14, 2025 where he continues to reside as of the day of the hearing.
24. The Landlord also submitted documents consisting of his gym membership log for his attendance at the facility, various utility bills in the Landlord's name and address of the rental unit, a CRA statement and insurance for the rental unit starting on July 14, 2025. All the documents show the Landlord's address as the rental unit.

The Act and Analysis

25. 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.

[emphasis added]

26. On a balance of probabilities means the applicant, in this case the Tenant must show that their version of events is the more probable and should succeed. Saying something is proven on a balance of probabilities simply means that it is more likely than not to have occurred. It means that it is probable, i.e., the probability that some event happened is more than 50%--indeed, 50.1% is sufficient. In all cases, the decision maker must weigh up the evidence and decide which version is most probably true. Consequently, the real truth may never be known. All that can be done is to decide which of the parties has presented the most probable version.
27. The Tenant bases her allegation of bad faith on the fact the Landlord did not immediately occupy the rental unit. The Tenant disputes the Landlord's claims the rental unit was damaged which prevented him from moving into the rental unit and she believes the Landlord had intended to renovate and then sell the rental unit until the Tenant filed the application in May 2025 after the TikTok post.
28. Based on the Tiktok video, I am satisfied that the extent of the renovations was consistent with the delayed time the Landlord took to occupy the rental unit.
29. I say this because the TikTok video shows the rental unit interior completely torn down to the studs in the wall and a non-load bearing wall removed. Both the kitchen and bathrooms have been completely gutted. The stairs leading to the upper floor have been stripped and sanded and the railings removed. Other areas of the house show dry wall removed.
30. The Landlord testified that the popcorn ceiling was removed with new drywall installed and the bathroom and kitchens had new cabinets, vanity and fixtures installed and new light fixtures throughout the house.
31. The Landlord submitted photographs of the rental unit to support his claim of the extent of the renovations to support his claim for the delay.
32. Regarding the video being made I accept the Landlord's testimony that the video was used as promotion for his business and I do not give the video much weight in my determination. The Landlord's action of changing his driver license in October 2024 would suggest that the intent was for him to occupy the rental unit.
33. Even if the Landlord did have thoughts about putting the rental unit up for sale, in the end the Landlord did not and took possession of the rental unit in accordance with the notice.
34. I find the Tenant has met the test for the first to parts of the requirement for the application to be successful, however, with the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord took possession and occupied the rental unit for residential purposes in a reasonable time. The Tenant has not met the burden for the third part of the test.

35. Therefore, the Tenant's application is dismissed.

36. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Tenant's application is dismissed.

March 11, 2026
Date Issued

Greg Brocanier
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.