



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

File Number: LTB-T-050148-25

In the matter of: A, 236 INVERHURON CRES
WATERLOO ON N2V2H8

Between: Ahmed Desoky Tenants
Hend Shalan

And

Helen Yu Jie Bai Landlord

Ahmed Desoky and Hend Shalan (the 'Tenants') applied for an order determining that Helen Yu Jie Bai (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 5, 2026.

The Tenants and the Landlord attended the hearing.

Determinations:

1. As explained below, the Tenants have failed to prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenants testified that on or about June 2, 2024, the Landlord sent them an email informing the Tenants that the Landlord has intentions of selling the rental unit. The Landlord also mentions the fair market value of rent to be \$2,900.00 per month. The Tenants were paying \$2,146.00 per month.
3. On or about June 3, 2024, the Landlord forwarded the Tenants an email communication with multiple attachments showing current rental units for lease in the area, including the current asking prices. The Landlord also forwarded the Tenants an N12 Notice of termination dated June 1, 2024, seeking vacant possession of the rental unit on or before July 1, 2024, for the Landlord's own use and residential occupation.
4. The Tenants sent the Landlord an email on June 19, 2024, in which the Tenants inform the Landlord that they have secured alternative housing and will be vacating the rental unit on July 1, 2024, pursuant to the N12 Notice of termination.

5. On July 1, 2024, the Tenants forwarded the Landlord an email stating that the Tenants have vacated the rental unit, the unit has been cleaned, and an inquiry as to how the unit keys can be returned to the Landlord. The Tenants left the keys and garage remote on the kitchen island and sent the Landlord a follow up email informing them of the same.
6. The Tenants testified that the Landlord failed to return their rent deposit, pay interest on the rent deposit, return their security deposit, and pay compensation as required for an own use eviction. The Tenants filed an application and obtained an order from the Board requiring the Landlord to pay said amounts to the Tenants. A copy of LTB Order bearing file number LTB-T-056951-24 was tendered as evidence by the Tenants. The Tenants also submit that the Landlord has not paid the amounts as ordered by the Board.
7. The Tenants testified that they do not believe that the Landlord has occupied the rental unit within a reasonable time of the Tenants vacating the rental unit. The Tenants believe that the Landlord is renting the property out as a rooming house but have no evidence to support their position. The Tenants have not been back to the rental unit since vacating the property.
8. On cross-examination, the Tenants confirmed that they secured alternative housing within a short period of time because that is all that they have been given by the Landlord.
9. The Landlord testified that she served the Tenant with an N12 Notice of termination because she required vacant possession of the rental unit for her own personal use and residential occupation.
10. The Landlord confirmed that the Tenants vacated the rental unit on July 1, 2024.
11. The Landlord testified that she personally moved into and occupied the rental unit on August 20, 2024, and continues to reside in the rental unit as of the date of the hearing.
12. The Landlord uploaded a copy of a utility bill for the rental property. This document was not helpful as it did not identify the Landlord's mailing address as the rental unit.
13. The Landlord's Witness, Monir Mina (M.M.) testified that he resides approximately 2 to 4 kilometers from the rental unit, and that he is a friend of the Landlord.
14. M.M. testified that he assisted the Landlord with moving into the rental unit sometime in July / August 2024. M.M. also testified that he sometimes helped the Landlord with shopping and other small tasks from time to time.
15. M.M. also testified that he has observed the Landlord's motor vehicle on the rental property on a regular basis and has visited the Landlord's home for dinner.
16. On cross-examination, M.M. confirmed that he at some point in the past had a relationship with the Landlord. M.M. submitted that it was for a brief period and was nothing serious.

17. M.M. also confirmed that he was a party to a legal action that involved the Tenants as litigants in the legal action.
18. I did not find the evidence of the Landlord's Witness to be very helpful or reliable for two reasons. The first is that the evidence was not consistent throughout his testimony, and secondly, he may have not been a neutral, unbiased third-party witness because of his past interactions with the Landlord and Tenants as named in this application.
19. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenants to prove each of the following on a balance of probabilities:
 1. The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act;
 2. The Tenant vacated the rental unit as a result of the N12 notice of termination;
 3. No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
 4. The Landlord served the N12 notice of termination in bad faith.
20. Based on the evidence, I am satisfied that the Landlord served the Tenants an N12 notice of termination. I am also satisfied that the Tenants vacated the rental unit because of the N12 notice of termination. I am not satisfied that the Landlord failed to occupy the rental unit within a reasonable period after the Tenants vacated.
21. The reason for this finding is because the Tenants' evidence of the Landlord failing to occupy the unit was based solely on the Tenants' personal beliefs and presumptions. The Tenants did not go back to the unit to see for themselves. Despite the Landlord's evidence also being less than convincing, this is a Tenants' application and therefore the Tenants bear the burden of proof. Because I am not satisfied that the Landlord failed to occupy the unit, I find no reason to decide on the Landlord's good faith at the time of serving the N12 or otherwise.
22. The application must be dismissed.

It is ordered that:

1. The application is dismissed.

March 19, 2026
Date Issued

Ilan Shingait
Member, 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.