



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

**Citation:** SHABO v KHALID, 2026 ONLTB 21118

**Date:** 2026-03-19

**File Number:** LTB-T-042767-25

**In the matter of:** 609, 2825 ISLINGTON AVE  
NORTH YORK ON M9L2K1

**Between:** Munir Peter Shabo Tenant

**And**

Duray Adan Khalid Landlord

Munir Peter Shabo (the 'Tenant') applied for an order determining that Duray Adan Khalid (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 2, 2026.

The Landlord, the Tenant's Legal Representative, Ravindeer Malik, and the Tenant 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. 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:
  - a) The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act;
  - b) The Tenant vacated the rental unit as a result of the N12 notice of termination;
  - c) No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
  - d) The Landlord served the N12 notice of termination in bad faith.
3. Subsection 57(5) of the Act states that 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 within one year of the former tenant vacating the rental unit, the

Landlord advertises the rental unit for rent or enters into a tenancy agreement in respect of the rental unit with someone other than the former tenant.

4. There is no dispute between the parties that the first two conditions were met. The Landlord did serve the Tenant with a N12 notice of termination on April 26, 2023, the Tenant contested the N12 notice, and through Board order LTB-L-039562-23 the Tenant was ordered to vacate by May 31, 2024. The parties agree that the Tenant did vacate on that date.
5. The N12 notice indicated that it was the Landlord who was to occupy the rental unit. The dispute between the parties is whether or not the Landlord occupied the rental unit in a reasonable time after the Tenant vacated. The Landlord's position is that she did occupy the rental unit when the Tenant vacated the rental unit and still lives there, the Tenant believes another family resides in the rental unit.
6. The Tenant's testimony is that he attended the rental unit approximately 6 months after he vacated to retrieve his mail. When he knocked at the door, the Tenant first testified a male answered the door, and there were also children present. The male told the Tenant to contact the owner for his mail. The Tenant did not know the names of the people who answered the door.
7. On a second occasion, date unknown, the Tenant asked his neighbour to attend the rental unit to retrieve his mail. The neighbour indicated it was not the Landlord who answered the door and that it was the "same family" who answered the door as when the Tenant had attended. The person who answered the door said to contact the owner about retrieving the mail.
8. The Tenant indicated they hired a processing agency to attend the rental unit May 21, 2025, for the sole purpose to determine if the Landlord was residing in the rental unit. On this particular date, no one answered the door.
9. The Landlord testified she moved into the rental unit on May 31, 2024, and currently still resides there. She never transferred her lease to anyone. The Landlord states that she has had extensive medical health issues, and that at various times she has had extended family stay with her to help her with the cooking and chores around the house. She testified her cousin and his family live in the neighbouring building and often are the ones who do stay with her to help her.
10. The Landlord testified approximately one month after the Tenant vacated, the Tenant attended the rental unit to retrieve his mail. The Landlord was present and she provided the Tenant with his mail. The Landlord indicated approximately 2-3 months after that, the neighbour attended the rental unit to collect the Tenant's mail. The Landlord told the neighbour that the Tenant needed to change his mailing address because she was no longer going to keep his mail.
11. The Landlord uploaded into evidence from Enercan Energy Management showing the heat and hydro bills for the rental unit were in the name of the Landlord from June 2024, up to May of 2025. The Landlord also uploaded into evidence a medical visit dated July 8, 2025, with her address showing that of the rental unit.

12. The standard of proof in proceedings before this Board is “proof on a balance of probabilities.” By that standard, the party bearing the burden of proof must show with evidence that, “more likely than not”, their assertions are true. In this case, it is the Tenant who must prove on a balance of probabilities that the Landlord did not occupy the rental unit within a reasonable time after the Tenant vacated.
13. The Tenant has failed to establish their burden of proof. The evidence before me from the Tenant is that he attended the rental unit once to retrieve his mail, and on a different occasion, his neighbour attended to retrieve his mail, and on both occasions another person other than the Landlord answered the door. The evidence before me does not mean that because of these two instances, the Landlord does not live in the rental unit.
14. The Landlord states she still lives in the rental unit, has provided some evidence such as a medical visit and utility bills to demonstrate her address is of the rental unit. Although this in itself may not necessarily mean she lives at the rental unit, absent of any other evidence provided by the Tenant means there is insufficient evidence in front of me to establish the Landlord did not occupy the rental unit after the Tenant vacated within a reasonable time frame. There is also not enough evidence to establish that the Landlord served the N12 Notice in bad faith.
15. For these reasons, the application must be dismissed.
16. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
17. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

**It is ordered that:**

1. The Tenant’s application is dismissed.

**March 19, 2026**  
**Date Issued**

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Paula West Oreskovich  
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.