



Order under Section 57 Residential Tenancies Act, 2006

Citation: Jaafar v Eid, 2026 ONLTB 23083

Date: 2026-03-20

File Number: LTB-T-016000-25

In the matter of: Basement Unit, 5 WORCHESTER AVE
LEAMINGTON ON N8H4W1

Between: Ahmad Jaafar Tenant

And

Ibrahim Moussa Eid Landlords
Afoufa Al Abdallah

Ahmad Jaafar (the 'Tenant') applied for an order determining that Ibrahim Moussa Eid and Afoufa Al Abdallah (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on March 11, 2026.

The Tenant, the Landlords' Legal Representative, Mark Gebriel and the Landlords attended the hearing. Both parties brought their own Arabic translators.

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 residential unit is known as Basement Unit, 5 Worchester Avenue, Leamington, Ontario.
3. This application alleges that the Landlord served the N12 notice of termination in bad faith.

Preliminary Issue

4. The Landlords' Legal Representative brought up a preliminary issue and requested that the application be dismissed. Mr. Gebriel stated that the Landlords did not provide any written notice for the Tenant to vacate and he did not provide an N12 notice of termination.
5. Mr. Gebriel submitted that section 43(1) of the *Residential Tenancies Act, 2006* (hereinafter referred to as the "Act") states "Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,

- a) identify the rental unit for which the notice is given; b) state the date on which the tenancy is to terminate; and c) be signed by the person giving the notice, or the person's agent."
6. Further, the Landlords' Legal Representative submitted that a Tenant may file an application under section 57 (1) a if "the landlord gave a notice of termination under section 48 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and no person referred to in clause 48(1) a, b, c or d occupied the rental unit within a reasonable time after the former tenant vacated the rental unit."
 7. Mr. Gebriel stated that due to the fact that no written notice was served to the Tenant by the Landlords, the Tenant has no ability to bring this action.
 8. The Tenant stated that the Landlords did not provide written notice but instead verbally advised him in August of 2024 to vacate the rental unit. Based on that verbal notice, the Tenant vacated the rental unit on September 5, 2024 and is seeking damages against the Landlords.
 9. As the Landlords did not serve any type of written notice to terminate the Tenant's tenancy, the Tenant has no standing to file this application. As such, the application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

March 20, 2026
Date Issued

Carrie Bertrand
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.