



Order under Section 57 Residential Tenancies Act, 2006

Citation: Shorla v Kazi, 2026 ONLTB 23129

Date: 2026-03-20

File Number: LTB-T-051529-25

In the matter of: 7298 DRIFTON CRES
MISSISSAUGA ON L4T1W6

Between: Shorla Deonarine Tenants
Ken Richards

And

Munir Abdul Gani Kazi Landlord

Deonarine Shorla and Ken Richards (the 'Tenants') applied for an order determining that Munir Abdul Gani Kazi (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 9, 2026.

The Landlord, the Landlord's Representative Silvat Syed, the Tenant Shorla Deonarine and the Tenant's daughter Alyssa Deonarine attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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:
 - 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.

3. It was uncontested that the Landlord served the Tenant with a notice of termination under section 48 of the Act and the Tenant moved out because she received the notice as a result of the hearing held on January 7, 2025 and an Order with the termination of the tenancy on April 30, 2025.
4. The dispute between the parties is the allegation that the Landlord never moved into the rental unit within a reasonable period of time after the Tenant vacated. The Tenant alleges the Landlord listed the unit for rent after she vacated, and the rental unit was still vacant on June 2, 2024, when she attended there.
5. The Tenant testified that she attended the unit on June 2, 2024 and the unit was vacant, the lawn was not mowed and there was a lock on the mailbox. Photos of her at the property with that day's newspaper were submitted as evidence.
6. The Tenant further testified that the unit was listed for rent on May 15, 2025, at a higher rent.
7. The Tenant testified that her new rent is \$1,300.00 more per month, she has no living room or parking, and she incurred \$2,000.00 in moving expenses. She further testified that she had to give some of her belongings away and because the Landlord would not provide her with an extension of an additional month to move, she was forced to move into a place she did not want to go, and she suffered mentally because of it.
8. Under cross-examination the Tenant testified that she did not return to the unit after June 2, 2024, and she could see at the hearing that the Landlord had joined from the rental unit.
9. The Tenant's daughter Alyssa Deonarine (AD) testified that there was a text from the Landlord in June 2024 which proved the Landlord had not yet moved into the unit and it was possible that they may have moved in later.

Landlord's Evidence

10. The Landlord Munir Abdul Gani Kazi (MK) testified that they moved into the unit in June 24, 2025, as soon as they became aware that the Tenant had vacated the unit and they still live in the unit now. Photos of his family in the unit were submitted as evidence.
11. MK testified that the Tenant had requested to extend the termination date and when he refused, the Tenant became very upset. A copy of the text messages were submitted as evidence.
12. MK testified that the Tenant never confirmed that they had moved out on April 30, 2025, so on May 1, 2025, he went to the Sheriff to have the Order enforced. A copy of the payment to the Sheriff was submitted as evidence.
13. MK testified that he received a letter from the City of Mississauga on June 13, 2025, because the grass was not cut so he called the Sheriff for an update but the Sheriff was unable to provide an enforcement date yet. A copy of the letter was submitted as evidence.
14. MK testified that he sent a text message to the Tenant on June 20, 2025, asking when they would be vacating the unit, but he received no response. A copy of the text message was submitted as evidence.

15. MK testified that he sent a text message to the Tenant on June 23, 2025, telling her that he received notice that she had moved out of the unit and that he would be taking possession of the unit. A copy of the text message was submitted as evidence.
16. MK testified that they moved into the unit on June 24, 2025 and he and his wife then changed the address on their licences.
17. MK denied posting an ad for the unit for rent on May 15, 2025, as he believed the Tenant was still in the unit and he had all intentions to move into the unit.
18. Under cross-examination, MK acknowledged that he owns 6 properties and that they chose to move into this unit because it was close to his wife's work.

Analysis

19. The Tenant must prove on a balance of probabilities the 4 elements contained in subsection 57(1)(1) of the Act as outlined above.
20. The first and second elements are uncontested; the parties agree that the Tenant moved out of the rental unit because of the N12 notice of termination served by the Landlord under section 48 of the Act.
21. With respect to the issue of whether or not the Landlord moved into the unit within a reasonable amount of time after the Tenant vacated, I find that the Landlord provided straightforward and consistent evidence establishing that he and his family had moved into the rental unit on June 24th 2025, after becoming aware the Tenant had vacated the unit.
22. The Landlord's explanation of not moving into the unit because he did not know the Tenant had vacated the unit was supported by the filing of the Order with the Sheriff on May 1, 2025, and the text messages asking for an update on when they were moving out. Whether or not the Landlord listed the property for rent, no evidence was submitted that anyone other than the Landlord and his family moved into the unit.
23. The Tenant and her witness also gave straightforward and consistent evidence in respect to the unit still be vacant on June 2, 2025, which I find to be consistent with the Landlord's evidence of why they did not move in until June 24, 2025.
24. For these reasons, I find on a balance of probabilities that the Landlord did occupy the rental unit within a reasonable time after the Tenant vacated the unit and therefore, the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

March 20, 2026
Date Issued

Brenda Mercer
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.