



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-037004-24

In the matter of: 2115 HAIG DR
OTTAWA ON K1G2K8

Between: Catherine MacDonald Tenant

And

Wahab Khan Landlord

Catherine MacDonald (the 'Tenant') applied for an order determining that Wahab Khan (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on January 27, 2026.

The Landlord's Legal Representative, Ahmad Alzameli, and the Tenant attended the hearing.

At the start of the hearing, I asked the Landlord's Legal Representative why the Landlord was not in attendance at the hearing, and I was advised that the Landlord is a specialist physician, and his schedule cannot be determined, and he was not available on the hearing date. The Landlord's Legal Representative indicated that he wanted to proceed in the Landlord's absence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
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. For the following reasons, I find that the Tenant proved all of the parts of the test in subsection 57(1)(a).

4. The parties did not dispute the following material facts:
 - The Landlord served the Tenant with an N12 Notice of Termination under section 48 of the Act, which stated that they required vacant possession of their rental unit because they and their family intended to move into the unit;
 - The Tenant vacated the rental unit on [insert date] as a result of the N12 Notice; and
 - The Landlord re-rented the unit in November 2023.
5. Therefore, the issues to be determined are whether the Landlord occupied the rental unit within a reasonable time after the Tenant vacated and whether the N12 Notice was given in bad faith.
6. The Tenant testified that she moved into the rental unit at the end of September 2017 or the beginning of October 2017 and lived there for about 5.5 years.
7. The Tenant testified and provided documentation evidence that on April 16, 2023, there was an email exchange between herself and an agent for the Landlord in relation to the eviction. There was also a telephone conversation between them that the Landlord would be moving into the rental unit with his family. She was then provided a N12 notice of termination for the Landlord and his family to move into the rental unit, and due to receiving the N12 notice she started to look for a new place to reside.
8. The Tenant further testified and provided documentation evidence that within a couple of days of her preparing to move she came across an ad on Kijiji and saw the property listed for sale. The Tenant wanted to give the Landlord the benefit of doubt and wasn't sure if it was a bad faith eviction. The Tenant had her partner's friend, Kevin, reach out to the Landlord in relation to the ad sometime in July 2023. The Tenant wanted to ensure it was a current ad. Kevin emailed the Landlord, and the Landlord confirmed the property had been for sale for 2 days.
9. The Tenant testified and provided additional evidence that the Landlord has another listing to rent the rental property for \$2,400.00 a month, which is \$810.00 more a month than she paid to rent the property. She did not recall the date she saw the ad, but it was sometime in the fall of 2023.
10. The Landlord's Legal Representative indicated that he was an officer of the court, and that he was going to provide evidence and submissions on behalf of his client and he was going to proceed in his client's absence in relation to this application and response. The Tenant did not object to the Landlord's Legal Representative presenting evidence and the LTB's Rule of Procedure 1.6,q permits a legal representative to give evidence where appropriate. Therefore, I exercised my discretion to permit the Landlord's evidence to be presented in this manner.
11. The Landlord's Legal Representative testified that the Landlord moved back into the property from July 7, 2023, to August 3, 2023. The Landlord's Legal Representative provided photos to support that the Landlord moved into the rental property.
12. The Landlord's Legal Representative testified that the Landlord is a physician in the Toronto area and was also working in Ottawa. The Landlord's Legal Representative testified that the Landlord decided to take over the rental unit as it would be the best option

for him and his family to reside in as it was close to his children's school and the school was able to provide all the special needs required for his children. There were emails provided to support that the Landlord was looking to register his 2 children and have a meeting with the school in that area. The Landlord's Legal Representative testified that the Landlord's intention was to have the children start school in September 2023.

13. The Landlord's Legal Representative testified that on June 1, 2023, the N12 was issued to the Tenant, and after that the Landlord's work schedule shifted more towards the Toronto/Mississauga area and away from the Ottawa area on July 1, 2023. At that point, the Landlord decided to move closer to Toronto.
14. The Landlord's Legal Representative testified that the Landlord decided to move out of the unit due to his children, his children's needs, his work schedule changing, and other family circumstances, and wanted to spend more time with them due to his work schedule changing to Mississauga. The school in Mississauga allowed the children to stay in 1 school, and not 2 schools.
15. The Landlord's Legal Representative testified that the Landlord waited 5 months to rent out the rental unit to ensure the plan of moving was going to be permanent. On February 26, 2024, the Landlord took the house off the market and was no longer looking to sell it.
16. The Landlord's Legal Representative provided a letter from the Landlord, which had the title "Response letter regarding 2115 Haig Dr." which had no date, and it was not signed by the Landlord. The Landlord's Legal Representative also provided a declaration signed by the Landlord, which was dated January 13, 2026, which said "please see attached schedule A". There was no documentation that said schedule A, but rather a document labelled "response submission dated December 12, 2024, from Catherine MacDonald".
17. The photograph evidence that was submitted by the Landlord's Legal Representative, which was apparently taken around the time the Landlord claimed they took possession, shows the outside of the rental unit with the lawn cut, but on the front lawn was a for sale sign. In addition, a photograph of the kitchen was provided, which did not have any furniture or window coverings, and the only thing on the countertop was what looked like to be a bottle of cleaning solution. There are no clear indications of anyone living in the rental unit at that time.
18. The Landlord's Legal Representative did not provide any supporting documentation for example of the Landlord's utility bills at the rental unit, invoices for moving costs to the unit, proof of an address change, or photographs of the inside of the unit showing that the Landlord did in fact move into the rental unit.

Reasons and Analysis

19. Given that it is undisputed that the Landlord re-rented the rental unit within a year after the Tenant vacated, I find that the presumption of bad faith in section 57(5) is triggered. Therefore, the burden of proof shifted to the Landlord to prove that the N12 Notice was given in good faith. Based on the evidence presented by the Landlord's Legal Representative, I am not satisfied that the presumption was rebutted and or that the Landlord moved into the rental unit.

20. For the reasons above, I find that the Landlord acted in bad faith by terminating the tenancy.

Remedies

21. The Tenant sought a fine in the amount of \$10,000.00 against the Landlord. I find that this order made against the Landlord is appropriate and sufficient to encourage the Landlord to comply with the Act going forward, therefore, I am not satisfied to order the Landlord to pay a fine.
22. The Tenant sought the rent difference of \$1,010.00 per month for a period of 12 months. The Tenant did testify that she is the one who is responsible for the new rent and not her partner given she makes more money than him. Upon comparing the old and new rental units, they are not directly comparable. The new rental unit is larger and in better condition. . Therefore, I find that it is consequently, appropriate to award a \$860.00 rent differential for a period of 12 months, totalling \$10,320.00 for the difference in rent for one year after vacating the unit.

Comparison of the rental property v. new rental property

23. The rental unit had 2 bedrooms, 1 room that was meant to be a bedroom, 1 bathroom, a kitchen, a living room, ground floor and the basement. The basement was partially finished as there was only concrete flooring, and more than half of the ceiling is exposed, there was no drywall, and studs showing in some parts. The rental unit was outdated and poorly maintained.
24. The new rental property that the Tenant moved into after vacating the rental unit, has 3 bedrooms, 2.5 bathrooms, a kitchen, a living room, main floor, upper, and a basement that is not finished. The new rental property is about 5-10 years old and is a lot newer than the previous rental unit. The Tenant is residing at this new rental property with her partner, and the Tenant testified that she is the one who is responsible to pay the rent at the new property as she makes more money than her partner, and that is the agreement between them.
25. The Tenant testified that due to saving up for first and last months' rent, her partner paid for moving, storage, and other expenses in relation to the move. Therefore, I am not satisfied that the Tenant paid these expenses, and I am not satisfied it is appropriate to order the Landlord to compensate her for this amount.
26. The Tenant testified that she purchased a used vehicle for \$16,182.54, and if she did not have to move, she could have paid cash for the car in 12 months as she was already saving up money for the car. She used her savings to pay first and last and did not have an option to finance it. The Tenant was seeking compensation from the Landlord in relation to this purchase. I am not satisfied it is appropriate to order the Landlord to pay for this remedy as this ultimately would have been the responsibility of the Tenant in any event.
27. The Tenant sought the filing fee of \$53.00 that was paid to the Board to file the application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$10,373.00. This amount represents:
 - \$10,320.00 for increased rent the Tenant has paid for the one-year period.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 4, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 4, 2026, the Landlord will owe interest. This will be simple interest calculated from April 5, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 24, 2026
Date Issued

Samantha Greaves
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.