



Order under Section 57 Residential Tenancies Act, 2006

Citation: SHAIKH v EL-SAYED, 2026 ONLTB 23134

Date: 2026-03-31

File Number: LTB-T-062953-25

In the matter of: 1508, 20 MISSISSAUGA VALLEY BLVD
MISSISSAUGA ON L5A3S1

Between: ABDUL RAOUF SHAIKH Tenant

And

FATEH EL-SAYED Landlord

ABDUL RAOUF SHAIKH (the 'Tenant') applied for an order determining that FATEH EL-SAYED (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 10, 2026.

Only the Tenant attended the hearing.

As of 10:24 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

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.

Relevant law

2. On this application for service of a N12 notice of termination for Landlord's own use in bad faith, 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:
 - The Landlord gave the Tenants an N12 notice of termination under section 48 of the Act;

- The Tenants 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 Tenants vacated; and
 - The Landlord served the N12 notice of termination in bad faith.
3. Additionally, subsection 57(5) of the Act provides that it is presumed, unless the contrary is proven on a balance of probabilities, that the Landlord served a notice of termination under s.48 in bad faith if after the N12 Notice of termination was given and within 12 months of the Tenants vacating the unit, the Landlord advertises the rental unit for sale (among other activities).
 4. In the case before me the Landlord did not issue a formal N12 notice, instead they emailed the Tenant on January 19, 2025, advising that "*I need the condo back by February 23, 2025. I need to move back in with the family.... This is a matter of urgency.*" This is outlined on page 1 of DOC-6103552.
 5. The Tenant submitted that the Landlord continued to call him pressuring them to move out, the Landlord claimed that he and his family had no place to live. The Tenant said he genuinely wanted to accommodate the Landlord out of good faith and compassion, when they could not find new suitable housing, they purchased a unit in the same condominium complex and vacated on February 28, 2025.
 6. Once under contract for the purchase of the condominium, the Tenant forwarded the Landlord a signed N11 form, *Agreement to End the Tenancy* dated February 27, 2025 and signed by the Landlord on February 28, 2025 (DOC-7535840).
 7. The Tenant testified that he later became aware that the Landlord had already listed the rental unit for sale even before they moved out, the unit was evidenced to have been listed on February 23, 2025, and sold on May 8, 2025. This is outlined on page 3 of DOC-6103552.
 8. The Tenant submitted that he and family found this to be a time of immense stress, balancing a demanding year-end workload, caring for his young children, and managing emotional distress due to his mother's recent stroke. That this was the reason they resided in the building, that it was to be close by to aid in caring for his mother and ultimately this led to the decision to purchase in the same complex.
 9. Given the market conditions at the time, the Tenant said that as they were forced to act quickly, they regrettably overpaid when purchasing their unit. They claim the Landlord served a notice of termination in bad faith and seek \$45,000.00 in general compensation.

Analysis

10. As outlined above, here the Landlord did not serve the Tenant an N12 notice, while the essential elements existed which may make the email notice substantially compliant to meet the requirements of an official N12 notice, here I am satisfied that the tenancy terminated pursuant to an N11 form, an *Agreement to End the Tenancy*.

11. I say this as the Tenant, not being issued a formal N12 notice, commenced activities towards a purchased of a condominium unit within the same complex. As outlined by the Tenant, this was done in a relatively short period of time, however, while disclosing the *Statement of Adjustments* dated February 28, 2025, he failed to evidence as to when the contract for purchase of the property was entered into.
12. Further, the N11 form is a voluntary agreement that binds the Tenant to move out by the outlined date. Here, it was the Tenant who initiated the signing of the N11 form and came up with the termination date of February 28, 2025 to coincide with the closure on the purchase of the new condominium he and family would be moving into.
13. Therefore, in consideration of the uncontested evidence before me, the Tenant has not satisfied the requirements of subsection 57(1)(a) of the Act, for the reasons as outlined.
14. This order contains all 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 31, 2026
Date Issued

Alicia Johnson
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.