



Order under Section 57 Residential Tenancies Act, 2006

Citation: Kadi v Seto, 2026 ONLTB 26948

Date: 2026-04-07

File Number: LTB-T-040964-25

In the matter of: 3, 1331 THAMES ST
OTTAWA ON K1Z7N2

Between: Riad Kadi
Lamia Attoui Tenants

And

Hung Seto
Min Tong Landlords

Riad Kadi and Lamia Attoui (the 'Tenants') applied for an order determining that Hung Seto and Min Tong (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on March 3, 2026.

The Tenants, one of the Landlords, Min Tong, and the Landlords' representative, Aditya Sood, attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The tenancy began on September 1, 2019. The rental unit is located on the top floor of a triplex. The monthly rent was \$1,045.00.
3. It is undisputed that on November 5, 2023, the Landlord, Hung Seto ('HS'), served the Tenants with an N12 notice of termination stating that the Landlord required the rental unit, (i.e. the top floor of a triplex) for residential occupation by their son. The termination date in the notice was March 31 2024. The Tenants moved out on May 31, 2024. The Tenants allege that the Landlord gave the notice in bad faith because three months after they moved out, the residential complex was listed for sale and subsequently sold in March 2025.
4. The test of good faith is a genuine intention to occupy the rental unit and not the reasonableness of the Landlord's choice (*Salter v. Beljinac*, [2001] O.J. 2792 (Div. Ct.); *Feeney v. Noble*, [1994] O.J. No. 2049 (Div. Ct.)).

5. Section 57(5) of the *Residential Tenancies Act, 2006* (the 'Act') provides that:

For the purposes of an application under clause (1)(a), 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 during the period described in subsection (6), the Landlord,

...

(c) advertises the rental unit, or the building that contains the rental unit, for sale...

6. In this case, the Tenants allege that the Landlords listed the rental unit for sale in August 2024, which was three months after the Tenants moved. The unit was ultimately sold in March 2025. Consequently, there is a rebuttable presumption that the notice of termination was given in bad faith.
7. Min Tong ('MT') testified that he is the son of the first-named Landlord, Hung Seto. Hung Seto is in a nursing home and MT has power of attorney.
8. MT stated that the N12 notice was served because the relationship with his partner had broken down and he wanted to move. In or around the same time, the Tenants had advised him that their mother was moving to Canada and that they would be looking for a new place to live. After serving the N12 notice, MT told the Tenants to take as much time as they needed and ultimately, they purchased a home and moved out.
9. MT stated that after completing repairs and painting the unit, he moved into the unit five to six weeks after the Tenants vacated. He lived there for fifteen months (i.e. until July 31, 2025). The residential complex had been listed for sale since 2022 and when it finally sold in March 2025, MT continued to stay in the unit, leasing it from the purchasers for \$2,000.00 per month [Doc 7456459, page 13].
10. During this time MT was living in the unit, his mother passed away. His father suffered a fall in November 2024, after which he moved into a retirement home. Given that the residential complex had been sold, MT eventually moved into his father's apartment in September 2025. He did not move into his father's apartment right away because first, he had said he would live in the unit for at least one year and second, the rental unit was much bigger and more comfortable than his father's apartment. His parents had owned the residential complex for forty years and had previously lived in the rental unit. He finally decided to move into his father's apartment because although they had been trying to sell it, it had not sold and had been empty for nine months.
11. The Tenant's position is that renting the unit from the purchaser does not constitute staying in the unit.
12. Based on the evidence before me, I find that not only was there a genuine intention for the Landlords' son to live in the unit, but that he did, in fact, move in and live in the unit for fifteen months. There was no dispute that the Landlords had been trying to sell the residential complex since 2022. Regardless that the property sold after the Tenants moved out, the Tenants did not challenge the evidence of the Landlords' son that he moved into the unit about five to six weeks after the Tenants moved out or that he lived in the unit for fifteen

months. I am satisfied that this evidence is sufficient to rebut the presumption of bad faith under section 57(5).

13. As such, I do not find that the N12 notice was served in bad faith. Therefore, the Tenants' application is dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

April 7, 2026
Date Issued

Karen Gonçalves
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.