



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-T-033030-23-RV2

In the matter of: 44 ROBERT PEEL RD
KITCHENER ON N2H0B5

Between: Gwendolyn Rowbottom Tenants
Cleo St-Andre

And

Muhammad Imran Arshid Landlord

Review Order

Gwendolyn Rowbottom and Cleo St-Andre (the 'Tenants') applied for an order determining that Muhammad Imran Arshid (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-033030-23 issued on April 26, 2024.

On May 24, 2024, the Tenants requested a review of the order.

The Tenants review request was resolved by order LTB-T-033030-23-RV-IN2 issued on September 3, 2024. The review request was granted, and the application was directed to be reheard.

The application was reheard by videoconference on March 25, 2025, October 20, 2025, and January 5, 2026. This application was then resolved by order LTB-T-033030-23-RV, issued on February 27, 2026.

On March 27, 2026, the Landlord requested a review of the February 27, 2026 Board order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. The Landlord's review request is based on serious error.
2. The order under review finds the Tenants have proven the application under section 57(1)(b) of the *Residential Tenancies Act, 2006* (the Act), including that the Landlord served the N12 Notice of Termination in bad faith. The order awards monetary remedies to the Tenants and orders the Landlord to pay an administrative fine.

3. The N12 Notice that was served by the Landlord, was done so under section 49 of the Act for Purchaser's own use. This section states:

A landlord of a residential complex that contains no more than three residential units who has entered into an agreement of purchase and sale of the residential complex may, on behalf of the purchaser, give the tenant of a unit in the residential complex a notice terminating the tenancy, if the purchaser in good faith requires possession of the residential complex or the unit for the purpose of residential occupation by,

- a) the purchaser;
 - b) the purchaser's spouse;
 - c) a child or parent of the purchaser or the purchaser's spouse; or
 - d) a person who provides or will provide care services to the purchaser, the purchaser's spouse, or a child or parent of the purchaser or the purchaser's spouse, if the person receiving the care services resides or will reside in the building, related group of buildings, mobile home park or land lease community in which the rental unit is located.
4. The order determines the purchase and sale agreement between the Landlord and the Purchaser was fake and that the N12 Notice was therefore served in bad faith. The review request voices the Landlord's disagreement with these findings.
5. The order provides extensive reasons explaining why the presiding Member concluded the purchase and sale agreement was not genuine. For example, paragraphs 12 to 14 show that when the purchase and sale agreement with the Purchaser fell through, the Landlord listed the property on Airbnb instead of continuing to pursue a sale. These paragraphs also explain why the Member did not find the Landlord's explanation for Airbnb listings to be convincing.
6. Paragraph 15 provides detailed reasons explaining why the Member did not believe the Purchaser's testimony and found he was lying about the sale of the property. These reasons include that the Purchaser was vague when testifying, refused to answer relevant questions and would not provide basic information about who his mortgage broker was or where the broker's office was located.
7. Paragraphs 16 to 19 of the order provide further details of the circumstances considered by the Member including:
 - a) that the Landlord did not list the property for sale on MLS, instead using Facebook Marketplace and What's App.
 - b) that the Landlord did not qualify the purchaser because he was confident the Purchaser, being a truck driver, would be able to close on the sale.
 - c) the Purchaser acknowledged he did not have pre-approval from a bank when he signed the purchase and sale agreement.

- d) the sale involved no realtors.
 - e) the sale involved no lawyers.
 - f) the Landlord prepared the purchase and sale agreement and it is not a standard professional purchase and sale agreement.
8. Paragraphs 20 to 22 clearly and succinctly explain that when all the evidence is considered together, including a paid deposit and a signed release between the Landlord and the Purchaser, the Member found it was more likely than not, that the sale of the property was fake. Nothing in the order suggests the Member applied improper principles when she assessed the evidence and reached her conclusions.
9. The Member's findings are rationally connected to the evidence presented and the Member cites a significant amount of evidence that guided her ultimate decision. Lastly, the Member was in the best position to hear, assess and consider the testimony as it was given. In the absence of anything showing the Member's findings are unsupported or unreasonable in some way, they are entitled to considerable deference. The Landlord's disagreement with the Member's findings is not grounds for review.
10. The Landlord also submits the order fails to provide sufficient reasons explaining how the Member determined the amount of general compensation to award or how the Member determined the quantum of an administrative fine that was appropriate. Paragraphs 31 and 32 of the order under review provides a summary of the Landlord's conduct and the impact the fake sale had on the Tenants. The Member also notes the purpose of an administrative fine is to promote compliance with the Act and to deter landlord's from engaging in similar conduct in the future. The Member's findings here are discretionary and the Member has provided sufficient reasons for the amounts ordered. The Member is not required to produce a precise mathematical formula showing how she concluded the amounts were reasonable. In this case, the amounts ordered fall within a reasonable range of outcomes and while another Member may have decided differently, this is not a basis for review.
11. The review request also claims the order fails to account for a \$1,000.00 payment the Landlord paid to the Tenants before they vacated the rental unit. The Landlord asserts they are entitled to have this \$1,000.00 payment set off against the amount the Landlord was ordered to pay the Tenant in the order under review.
12. Whether the Landlord paid this amount to the Tenants out of goodwill or to ensure they vacated the unit, the payment has nothing to do with this case. At the time the payment was made, no application had been filed and no remedies had been sought. Nothing in the review request shows this money was paid as partial satisfaction to any future claim, let alone the ones filed several months later as part of this application. This ground for review is without merit.

13. Lastly, the Landlord submits the order is internally inconsistent because the summary contained in paragraph 6 of the "Determinations" portion of the order is \$0.03 different than the final amount ordered in paragraph 1 of the "It is ordered that" section. This is not a serious error that justifies review. The amount the Landlord is ordered to pay pursuant to paragraph one of "It is ordered that" contains no arithmetic error.
14. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings. The Landlord's request for review is therefore denied.

It is ordered that:

1. The request to review order LTB-T-033030-23-RV, issued on February 27, 2026, is denied. The order is confirmed and remains unchanged.

March 31, 2026
Date Issued

John Cashmore
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.