



**Order under Section 31, 57, and 135
Residential Tenancies Act, 2006**

File Number: LTB-T-053001-23

In the matter of: 211, 5131 SHEPPARD AVENUE EAST
SCARBOROUGH ON M1B0C9

Between: Fahim El Abed Tenant

And

Aanchal Arora Landlord

Fahim El Abed (the 'Tenant') applied for an order determining that Aanchal Arora (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.
- gave a notice of termination in bad faith.
- collected or retained money illegally.

This application was heard by videoconference on November 24, 2025.

The Landlord and the Tenant attended the hearing.

Agreed Facts:

1. At the outset of the hearing, the parties agreed that the Tenant is entitled to the return of the last month rent deposit, together with interest.
2. The Landlord Ms. Arora confirmed that she is prepared to pay this amount within 11 days of the order.
3. As a result, the T1 application is granted on consent.

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

T2 Application - Substantial interference

2. The Tenant testified that the Landlord had engaged in a pattern of persistent communication requesting that he vacate the rental unit.
3. Mr. El Abed stated the following:
 - The Landlord's repeated requests created pressure and a sense that he had no choice but to leave.
 - The tone and persistence of the communications amounted to coercion.
 - He ultimately stated that he vacated as a result of this pressure rather than voluntarily. Making him feel that he had no other option but to move.
 - He was required to secure a new rental unit at a higher monthly rent.
 - He incurred moving expenses.
4. The Tenant relied heavily on email communications as evidence of substantial interference and alleged that the Landlord acted in bad faith.
5. The Landlord Ms. Arora cross-examined the Tenant on the evidence presented.
6. During cross-examination, the Tenant was unable to identify any specific statement made by the Landlord that could reasonably be characterized as a threat. When questioned about any alleged service interruptions, the Tenant acknowledged that no services were ever disrupted. Similarly, when asked whether the Landlord had entered the rental unit without permission or in violation of the 'Act', the Tenant confirmed that no unlawful entry had taken place at any time.
7. The Tenant further testified that the Landlord did not engage in any form of self-help eviction or attempt to remove him from the unit outside the legal process. Taken together, the Tenant's own evidence does not support the allegations of threatening behaviour, service interruption, illegal entry, or improper eviction attempts.
8. The Landlord Ms. Arora testified. She did not dispute that multiple email communication occurred, and she did request the Tenant to vacate the rental unit.
9. However, she testified that all communication with the Tenant were respectful and explanatory in nature. She made no threat to the Tenant at anytime nor did she withhold any services. No illegal acts were committed (e.g. lock change, service disruption) Lastly, she stated that the Tenant was given extended time and flexibility to vacate.
10. Ms. Arora emphasized that she allowed the Tenant several months to relocate. In her communication with the Tenant, she explicitly told him he could take additional time, and she did not initiate any formal eviction process.
11. I carefully reviewed the evidence, including the content of the email communication, along with the tone (words used). The Testimony at the hearing and the sequence of events leading to the Tenant vacating.
12. I find that the evidence establishes:
 - While communication was persistent it was not aggressive.

- The Landlord explained her personal situation, including family need, and
 - The Tenant engaged in a back-and-forth discussion with the Landlord rather than objecting or refusing outright.
13. I explored whether the Tenant was prevented from exercising his legal rights to remain in the rental unit. He testified that he felt under duress.
 14. The evidence presented confirmed that the Tenant retained possession of the rental unit throughout. He selected and confirmed his own move-out date and secured alternative accommodation independently.
 15. For an allegation of Substantial Interference requires conduct that significantly disrupts the tenant's use or enjoyment of the rental unit and goes beyond ordinary landlord-tenant interaction. I find the requests to vacate, even if repeated, do not in themselves constitute interference. Communications regarding the Landlord's needs is not inherently improper. Lastly, the Landlord did not restrict access, service, or occupancy.
 16. I find there is no evidence that the Tenant's physical use of the rental unit was affected. He was prevented living in the rental unit normally, or the Tenant experiences any tangible disruption to daily living.
 17. The Tenant's experience, I find, reflect disagreement and discomfort, not substantial interference.
 18. For an allegation of Harassment or coercion it requires conduct that is persistent and oppressive, involves intimidation, pressure, or threats, and undermines a tenant's ability to exercise their legal rights freely.
 19. Based on the evidence, I find that the Landlord's communication was not threatening, she did not misrepresent legal consequences, she did not impose deadlines backed by unlawful consequences, and lastly, she did not engage in escalating or abusive behaviour.
 20. While the communications were repeated, they were contextualized by the Landlord's personal circumstances, framed as requested to vacate rather than a demand, and it was accompanied by flexibility and accommodation. In other words, she was flexible with the Tenant about vacating and did not pressure him with a date. I will also note, it was the Tenant confirmed his own move-out date.
 21. I place significant weight on the fact that the Tenant was aware of his legal rights, he could have refused to vacate and was not deprived of meaningful choices. There was no evidence of coercion and his decision to vacate was not the product of unlawful pressure by the Landlord or anyone.
 22. The test for interference and harassment is objective, not subjective. In this case, the Tenant genuinely felt pressured. However, the objective evidence does not support a finding of unlawful conduct.
 23. I find that the Tenant has not established that the Landlord substantially interfered with his reasonable enjoyment nor did the Landlord did they harassed, obstructed, coerced, threatened the Tenant. Instead, the evidence supports the Landlord engaged in permissible communication regarding her needs. Mr. El Abed retained his full legal rights

and autonomy, and the situation reflects a lawful interaction not a breach of the 'Act'. Lastly, the Landlord took no steps to forcibly remove the Tenant.

24. According, the Tenant's T2 application is dismissed.

T5 Application

25. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed

26. 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.

27. The Tenant argues that repeated email communications constituted coercion and caused him to vacate.

28. Mr. El Abed evidence relied on:

- The absence of a formal N12 notice.
- The short duration of occupancy by the Landlord's family (approximately two months).
- The fact that the unit remained vacant for a prolonged period thereafter.
- The later re-rental of the unit.

29. He testified that he felt pressured to vacate and felt the communication with the Landlord gave him the impression he had no realistic choice. As a result, of vacating he incurred higher rent and moving costs.

30. He argued that the Landlord acted in bad faith because of the short duration, 2 months, the sister stayed for then the rental unit to sit vacant.

31. I did not accept this submission. The evidence presented at the hearing establishes that:

- The Landlord requested that the Tenant vacate due to family need.
- The Tenant did not receive a formal notice of termination.
- The Tenant retained full legal possession and could have refused to leave.
- The Tenant ultimately selected and confirmed his own move-out date.

32. Also, during the hearing the Tenant acknowledged that he had a right to refuse the Landlord request and remain in the rental unit. There was no eviction order was sought or obtained, and his departure was an agreement, not enforcement.

33. The Landlord testified she was undergoing a divorce she could not house her mother and sister in her matrimonial home. Her sister lacked employment, credit history and the ability to secure housing.
34. Ms. Arora in her testimony emphasized that no threats were made, no services were withdrawn, no locks changed, and the Tenant agreed to vacate voluntarily. Lastly, she stated that there was no unlawful pressure for the Tenant to vacate, in fact, she extended his dates up to August if needed.
35. After her family vacated, the unit was kept vacant as a “transition property” due to housing uncertainty during the divorce. It was re-rented in 2024.
36. The Tenant cross-examined the Landlord on the evidence presented.
37. The Tenant asked why the rental unit was not offered back after her family vacated, the Landlord stated it was retained for personal transition needs.
38. [Subsection 57\(1\)\(b\)](#) of the [Residential Tenancies Act, 2006](#) (the ‘Act’) sets out a three part test that must be met. First, the Tenants must establish that the Landlord served an N12 notice of termination in bad faith under section 49 of the Act. Second, the Tenants must establish that they vacated the rental unit as a result of receiving the N12 notice. Third, the Tenants must establish the no person listed in the notice moved into the rental unit within a reasonable time after the Tenants moved out.
39. First test did the Tenant establish that the Landlord served the N12 Notice of termination in bad faith under section 49 of the ‘Act’. In this case, there was no N12, but a T5 claim may still arise, her evidence establishes genuine family need. The mother and sister moved in and stayed for approximately two months. The Tenant relied on the short stay and later vacancy.
40. I find the Landlord’s circumstances were fluid due to the divorce. The family’s short-term occupancy and later temporary vacancy were explained. There is no evidence her intention was dishonest at the time she made the request.
41. The Tenant did not provide:
- Evidence that the unit was listed for rent immediately after vacancy.
 - Evidence that another tenant occupied the unit during the relevant period.
 - Evidence contradicting the Landlord’s testimony regarding family occupancy.
42. Instead, I find that the Tenant relied on inference, speculation, and his own personal interpretation of the events.
43. Based on the evidence presented, I find the Landlord had a genuine, good faith intention to house family members and that intention was carried out. The Tenant did not establish that the Landlord acted in bad faith. No N12 notice was served, the Tenant did not vacate as a result of such a notice, and the evidence supports that the Landlord had a genuine, good-faith intention to house family members due to personal circumstances. The

temporary nature of their occupancy and later vacancy of the unit do not, on their own, demonstrate bad faith, particularly in light of the Landlord's explanation related to divorce-related housing instability. The Tenant relied primarily on speculation rather than concrete evidence contradicting the Landlord's account.

44. For all the reasons above, the Tenant's T5 application is dismissed.

T1 Application

45. The parties agreed the Tenant is entitled to the return of the last month rent deposit, plus interest. The Tenant is successful on the T1 application only.

46. The Landlord shall pay the Tenant \$1,790.00 for return of the last month rent deposit plus interest.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,878.41. This amount represents:
 - \$1,790.00 for the last month's rent deposit.
 - \$24.26 for the interest owing on the last month deposit.
 - \$64.15 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 13, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 13, 2026, the Landlord will owe interest. This will be simple interest calculated from April 14, 2026 at 4.00% annually on the balance outstanding.
4. The tenancy between the Landlord and Tenant was terminated on June 30, 2023.
5. The Tenant's T2 and T5 application is dismissed.

April 2, 2026
Date Issued

Anthony Bruno
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.