



Order under Section 57 Residential Tenancies Act, 2006

Citation: AUGUSTIN v ALIZADEH, 2026 ONLTB 28094

Date: 2026-04-09

File Number: LTB-T-045188-25

In the matter of: 2, 123 RITSON RD S
Oshawa ON L1H5H4

Between: GARY AUGUSTIN Tenant

And

REZA ALIZADEH Landlord

GARY AUGUSTIN (the 'Tenant') applied for an order determining that REZA ALIZADEH (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on January 13, 2026.

The Landlord, the Tenant, and the Tenant's legal representative, D. Greanya, attended the hearing.

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.
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. It is undisputed that the Landlord served the Tenant with an N12 notice of termination, and the Tenant vacated the rental unit as a result of the N12 notice of termination. In fact, the Landlord filed an L2 application based on the N12 notice of termination to evict the Tenant so that the Landlord's mother could reside in the unit for a period of at least one year. That application resulted in a consent order, LTB-L-018623-24 issued on June 4, 2024. The

order states that the Tenant consents to vacate the rental unit by June 1, 2024.

4. The Tenant filed his application on June 2, 2025, and if he had vacated the rental unit on June 1, 2024, as he agreed, then this application would be time-barred by virtue of subsection 57(2) of the Act. The Tenant provided contradictory dates for the move, saying it was June 5, 2024 in the application, and saying it was June 6, 2024 at the hearing. The Landlord submits that the Tenant moved out of the rental unit on June 1, 2024, and the application is time-barred. The Landlord said that he went to the residential complex to get the key on June 2, 2024.
5. The Landlord submitted into evidence a text dated June 1, 2024, from the Tenant saying that he was moving out and he would leave the key with Medina. Medina is a neighbour in the residential complex. The Tenant said that he did not leave the key with Medina until June 5, 2024, because she would not accept it until that date. Neither party brought Medina to the hearing as a witness.
6. I did not make a determination on the move out date at the hearing, and I proceeded to hear the Tenant's testimony on the merits of the application.
7. As it happens, I find that the Tenant has not proved, on a balance of probabilities, the allegation of a bad faith eviction for the reasons below. Additionally, I find the contradictions in the Tenant's testimony, written evidence, and their conflict with the agreed-upon date for the move in the L2 order, prove on a balance of probabilities, that the application is time barred. The Landlord submits that the Tenant moved out on June 1, 2024, and he got the key back on June 2, 2024. If the Tenant moved out on June 1, 2024, his application is filed 367 days after moving out, more than one year.

Evidence for Allegation of Bad Faith:

8. The Tenant lived on the upper floor of a two level house with a second unit in the basement. Medina lives in the basement unit.
9. It is undisputed that the Tenant moved out of the rental unit after he received an n12 notice of termination informing him that the Landlord's mother was moving into the unit.
10. The Tenant alleges that no one moved into his unit after he left. He said that he attended the residential complex to get his mail from Medina for about three months after moving out, and he never saw any one living there. He said that he was last at the property in August 2025 and he looked in the window and noted that there was no furniture and that the house was empty. He said that Medina told him that no one lives there.
11. The Tenant said that he had to borrow money to move out of the rental unit because moving to the new unit was so expensive. He said that the rent was \$1,350.00 at the rental unit, and he moved to a condo building and paid \$2,560.00 per month. The Tenant said that he looked everywhere, and he was unable to find anything for a comparable rent. He said that the new neighbourhood is safer and nearer to his daughter's school.

12. The Landlord said that his father passed away in Iran in April 2023, and his mother started to come back and forth to Canada to stay with him. He said that she decided to move to Canada to live permanently in January 2024. The Landlord said that his mother lived in the unit after the Tenant moved out, but she is currently in Iran visiting her sister and she is blocked from returning. He said that she was unable to attend the hearing because the internet is cut off. The Landlord said that his mother intends to return to live in the rental unit as soon as she is able to return to Canada.
13. The Landlord submitted into evidence Distributel invoices for internet sent to the rental unit, in the name of Parvin Momeni, for a full year from June 2024 to June 2025. Parvin Momeni is the Landlord's mother. He also submitted into evidence invoices for water and sewer, as well as Oshawa Power for electricity bills in the name of Sheida Raspour for the same year. He said that Sheida Raspour is his wife, and she paid water and electricity on behalf of his mother.
14. The Tenant did not prove, on a balance of probabilities, that no person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated. The only evidence that the Tenant has that no one moved into the rental unit was testimony about occasional visits to the residential complex and observations that no one lived in the upper unit. On the other hand, the Landlord had bills to prove that his mother was receiving internet services at the rental unit in the year after the Tenant moved out. He also has bills to prove that his wife was paying the utility bills. There is no evidence that the Landlord rented out the rental unit to someone else, or that any one other than the Landlord's mother or the Landlord's family were maintaining the rental unit in the year following the Tenant moving out of the rental unit. There were no ads for the unit for rent, nor is there any evidence the residential complex was put up for sale. Consequently, I find, on a balance of probabilities, that the Landlord's mother moved into the rental unit after the Tenant vacated. The onus is on the Tenant to prove his application, and he has failed to discharge that onus.
15. The Tenant has failed to prove all the required parts of the test for a bad eviction. His application is, in any case, time-barred. The Tenant's application will be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 9, 2026
Date Issued

Nancy Morris
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.