



Order under Section 57 Residential Tenancies Act, 2006

Citation: Rais v Kaushal, 2026 ONLTB 27964

Date: 2026-04-10

File Number: LTB-T-041950-25

In the matter of: 1612, 80 QUEENS WHARF RD
TORONTO ON M5V0J3

Between: Shahrukh Rais Tenant

And

Vishakha Kaushal Landlord

Shahrukh Rais (the 'Tenant') applied for an order determining that Vishakha Kaushal (the 'Landlord') gave a notice of termination in bad faith.

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

The Tenant, the Tenant's representative, Anome Mehrabian, the Landlord, the Landlord's support (husband), Shreejesh Patel, and the Landlord's representative, Nicolina Camarda, attended the hearing.

Determinations:

Preliminary Issues

Application is amended

1. The Landlord's representative submitted that the Landlord's name was spelled incorrectly. Instead of Vishaka, it should read Vishakha (i.e. there is an "h" after the letter "k"). Given that the Tenant's representative agreed with the spelling of the Landlord's name, I exercised my discretion to amend the first name of the Landlord to Vishakha.

Disclosure

2. At the outset, representatives for both parties confirmed their evidence was filed late, but that they had each had an opportunity to review same and were not objecting to each other's late disclosure.

The Application

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

The Law

4. Subsection 57(1)(b) 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 49 of the Act;
 - The Tenant vacated the rental unit as a result of the N12 notice of termination;
 - No person referred to in subsection 49(1) or 49(2) 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.
5. The Tenant's position is that the Landlord gave him an N12 notice to terminate the tenancy because she knew it would be easier to sell the unit if it was vacant. However, it is undisputed that when the Landlord gave the Tenant the N12 notice, the unit had already been sold. While the Tenant's representative suggested that the Agreement of Purchase and Sale had been fraudulently prepared by the Landlord's realtor, there was absolutely no documentary evidence or witnesses to support that allegation. The Landlord, on the other hand, produced not only the signed Agreement of Purchase and Sale [Doc 7486127, page 6], but also copies of the bank draft for the \$10,000.00 deposit, and the receipt issued by HomeLife Realty Ltd. for the deposit [Doc 7486127, page 19]. As such, I am satisfied that Landlord signed a valid Agreement of Purchase and Sale on August 9, 2025 and sold the unit while it was occupied by the Tenant.

Tenant's evidence

6. The Tenant testified that the Landlord advised him in December 2023 that she was planning to sell the rental unit. He confirmed that the property was listed for sale in February 2024 but despite multiple showings, the property did not sale and was taken off the market in April 2024. The property was relisted for sale in June 2024. In July 2024, the Landlord asked the Tenant when he was planning to move, given that he had informed her that he was leaving getting married abroad in August 2024. He confirmed that he left the country on August 1, 2024, that his wedding took place on August 11, 2024 and he returned to Canada on August 19, 2024
7. The Tenant stated that the Landlord provided him with an N12 notice on August 23, 2024 [Doc 5669352]. The Tenant admitted that no termination date was provided in the notice and that although the Landlord wanted him to vacate on October 20, 2024, he inserted a termination date of November 20, 2024 in the notice, with a handwritten notation that he agreed to move out by October 20, 2024 if his new place is confirmed. The Tenant then advised the Landlord that he would start looking for a new place and move out as soon as he could.
8. The Tenant stated that he discovered that the sale of the unit had fallen through about a month after he vacated. He produced the property listing history [Doc 7449792, page 17]

which confirms that the sale of the property fell through on October 24, 2024, being six days after the Tenant had vacated the unit. The property was subsequently relisted for sale on November 7, 2024, listed for rent on December 14, 2024 and leased to a new tenant on December 23, 2024 for \$2,250.00 per month, being \$97.48 more per month than the Tenant had been paying.

Landlord's evidence

9. The Landlord's position is that the N12 notice was not given in bad faith. She stated that her husband had been unemployed since mid-2023 which placed significant financial pressure on them. This caused her to decide to sell the unit. When she met with the Tenant in July 2024, she reiterated to the Tenant that she was selling the unit and asked about his search for a new place. She wanted to make sure she could confirm a closing date for any potential purchaser.
10. The Landlord confirmed that the Agreement of Purchase and Sale was signed on August 9, 2024. While the original closing date was September 6, 2024, it was extended to allow the Tenant to find a new place to live.
11. Unfortunately, shortly after the Tenant vacated, the sale fell through because the purchaser could not obtain financing. Rather than tie the unit up for a year or so fighting over the deposit, the Landlord agreed to return the Purchaser's deposit so that she could continue to try to sell the unit and relieve her financial pressure. She produced a copy of a Mutual Release signed by her and the purchaser on October 29, 2024 confirming that the sale of the property fell through [Doc 7486127, page 18].
12. The unit was relisted for sale in November, but given the proximity to the holidays, there was no interest (i.e. no showings). After a month, the Landlord also listed the unit for rent with the intention that she would take the first offer – whether it was to rent or to sell. Although it was ultimately rented to a new Tenant, the Landlord confirmed that the intention is still to sell the unit and that it will be relisted for sale in the summer, regardless that it is tenanted.

Analysis

13. While I am satisfied that the Landlord gave the Tenant an N12 notice, I am not satisfied that the Tenant vacated the unit as a result of the N12 notice. I say this because after the Tenant was advised that the property had been sold [Doc 7449792], he insisted that the Landlord give him an N12 notice, which he said she did on August 23, 2024. He admitted that there was no termination date set out on the notice and that it was him who inserted the termination date.
14. While the Landlord did not dispute that she gave the Tenant the N12 notice on August 23, 2024, she stated that she only signed the N12 notice on October 18, 2024 when she attended at the unit to provide the Tenant with one month's compensation and return the key deposit. The Tenant did not challenge this evidence. October 18, 2024 was the day the Tenant vacated and it was completely vacant and cleaned when the Landlord met with the Tenant on that day.

15. Given that the N12 notice in the Board's file [Doc 5660352] is undated, I accept the Landlord's evidence that she signed it on the day the Tenant vacated the unit, being October 18, 2024. As such, I am satisfied that N12 notice given to the Tenant on August 23, 2024 was not signed, not dated and did not provide a termination date. I find it more likely than not that the Tenant knew that the N12 notice was invalid, inserted the termination date and ensured that the Landlord signed it on October 18, 2024. I do not find it plausible that the Tenant vacated the unit if the N12 notice was only signed on October 18, 2024.
16. Even if that were not the case, I do not find that the Landlord gave the N12 notice in bad faith. There was no evidence to suggest that on October 18, 2024, the Landlord had any reason to doubt that the sale of the property would not be completed or that the purchaser was not intending to move into the unit.
17. Therefore, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 10, 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.