



Order under Section 57 Residential Tenancies Act, 2006

Citation: McQuade v Javadpour, 2026 ONLTB 27003

Date: 2026-04-10

File Number: LTB-T-062940-25

In the matter of: 44 Connaught Ave
Toronto ON M2M1G6

Between: Ashleigh McQuade Tenant

And

Farzam Javadpour Landlord

Ashleigh McQuade (the 'Tenant') applied for an order determining that Farzam Javadpour (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 10, 2026.

The Landlord, the Landlord's spouse Samira Enayati and the Tenant attended the hearing. Zahra Moosavi, the mother-in-law of Farzam Javadpour attended as a witness for the Landlord.

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. Pursuant to section 57(1) of the Residential Tenancies Act, 2006 (the "Act"), the Board may make an order against a landlord if, on application by a former tenant of a rental unit, the Board determines that,

the landlord gave a notice of termination under section 48 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and no person referred to in clause 48 (1) (a), (b), (c) or (d) occupied the rental unit within a reasonable time after the former tenant vacated the rental unit.

3. 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.
4. In this case, it was undisputed that the Landlord gave the Tenant a N12 notice. The N12 notice stated that the Landlord in good faith, required possession of the rental unit for the purpose of the Landlord's spouse's parent's residential occupation for a period of at least one year.
5. Based on the evidence before the Board, I am satisfied that the Tenant vacated the rental unit as a result of the N12 notice on May 31, 2025.

Tenant's testimony

6. The Tenant testified that the N12 notice was served in bad faith in order to force her out of the rent-controlled unit after she refused to accept multiple illegal rent increases and filed formal complaints about the Landlord's conduct in a T1 and T6 filings. That the notice was served as a form of retaliation.
7. That it is her belief that the Landlord's mother-in-law never moved in, instead that a couple with two children moved in on July 1, 2025 and have continued to reside there. The Tenant relies on the observations of her former neighbours who have stated that they have observed two children and a couple in their late 40's and early 50's as seen at the rental unit and property.
8. Specifically, the Tenant relies on a text exchange of July 19, 2025 with her former next-door neighbour Rebekah Ghanei ('RG') (DOC-7484991) in which ('RG') writes;
- *" ... I wanted to give you an update on what's going on with ur old place....So there is a Persian family living there for a couple of weeks now... with two little kids.*
 - *She started telling me the story about how her mom is supposed to move in her or something"*
9. And on July 21, 2025 in another text exchange with the Tenant ('RG') writes;
- *"she was telling her the same thins pretty much, saying they came from the states..."*
10. The Tenant also relies on ('RG's') written statement dated July 31, 2025 (DOC-7485078) where she writes:

"I am a tenant beside the building where Ashleigh McQuade previously resided 44 Connaught Ave. North York Ont. M2M 1G6 before vacating the unit at on May 31, 2025. On or around July 1, 2025, I witnessed a Persian couple in their late forties or early fifties with two young children move into the unit previously occupied by Ashleigh McQuade.

I am of Persian descent, and I understand from speaking to the new tenants that they also identify as Persian and relocated from the United States. After they moved

in, the couple began asking me personal questions about Ashleigh McQuade, including if I knew her, whether she still lived nearby, and whether I had contact with her.

During conversation, the couple claimed that the landlord's mother-in-law would also be moving into the unit. However, in the time since they moved in, no elderly woman or mother-in-law has moved in or been seen at the premises...."

11. The Tenant stated that ('RG') has since moved out of the area, and she had no further messages or proof of who resides at the rental unit beyond July 2025.
12. The Tenant submits that she and her son have suffered emotional and financial harm as a result of the Landlord having served the N12 notice of termination in bad faith and their conduct surrounding the termination of the tenancy. She seeks \$31,000.00 plus in remedies at the discretion of the Board.

Landlord's testimony

13. The Landlord and his spouse Smira Enayati submitted that the people ('RG') was describing as residing in the rental unit in July of 2025 are themselves, that they were staying at the rental unit while visiting, helping to get the unit ready for their mother/ mother-in-law. They reside in Austin, Texas.
14. The Landlord evidenced Expedia flight itineraries for their family of 4, two adults and two children as booked on June 7, 2025 for travel from Austin, TX to Detroit from July 11, 2025 to July 29, 2025. They submit that once in Detroit they rented a vehicle and drove to the rental property where they stayed during the outlined travel period.
15. The Landlord also evidenced a visa statement covering the period of July 11 to July 29, 2025 (DOC-7485518) where a number of charges demonstrate their presence in the greater Toronto area (GTA).
16. Further, the Landlord submits that his mother-in-law Zahra Moosavi, moved into the rental unit, having moved from Montreal shortly after the Tenant moved out and continues to reside there current day.
17. A U-Haul contract (DOC-7537643) was evidence for a rental the Landlord submits was to transport the mother-in-law's belonging from Montreal to the rental unit dated July 7, 2025 in which a charge of \$746.19 is outlined.

Testimony of mother-in-law Zahra Moosavi

18. Mother-in-law of the Landlord, Zahra Moosavi ('ZM') testified that she is residing at the rental unit and that she moved from Montreal on or about July 4, 2025.
19. Copies of various personal documents as well as government issued identifications as issued in the name of ('ZM') and which are connected to the rental unit address (DOC-7485534) were evidenced.

20. Based on the evidence before the Board, I am satisfied the Landlord's spouse's parent moved into the rental unit within a reasonable time after the Tenant vacated. I say this as the evidence the Tenant relies upon to support her application appears to be in respect of the Landlord's who were visiting from Austin, Texas at the time and were the same people on a balance of probabilities that ('RG') was describing as the tenants of the rental unit. The Tenant further failed to adduce any additional evidence to support her allegations that the Landlord's mother-in-law did not move into the rental unit beyond the end of July 2025. Mere suspicions are not sufficient to support the T5 application filing.
21. The Tenant did not prove that no person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated and that the Landlord served the N12 notice of termination in bad faith. Failing to meet these requirements in subsection 57(1)(a) of the Act, the application must be dismissed.
22. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant's application is dismissed.

April 10, 2026
Date Issued

Alicia Johnson
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.