



Order under Section 57 Residential Tenancies Act, 2006

Citation: ISHAK v ALCHI, 2026 ONLTB 29404

Date: 2026-04-15

File Number: LTB-T-103016-24

In the matter of: 330 PINEHILL DR
HANNON ON L0R1P0

Between: VIVIAN ODISHO Tenant

And

BAIDAA ALCHI Landlord

And

TAHA ATTA SALM AL-AJEELI SALM AL-AJEELI Purchaser

VALANTINA ISHAK and VIVIAN ODISHO (the 'Tenant') applied for an order determining that BAIDAA ALCHI (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 5, 2026.

The Landlord, the Landlord's Legal Representative, Chris Howatt, the Tenant, and the Tenant's Legal Representative, Joseph Kauzbek, attended the hearing. Valentina Ishak attended the hearing as a support person for the Tenant.

As of 9:13 a.m., the Purchaser was not present or represented at the hearing. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's and the Tenant's evidence.

Determinations:

1. At the onset of the hearing, the parties agree to remove Valentina Ishak, who was formerly named as a tenant, as a party to the application. As such, the application is amended to reflect this change.
2. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
3. The T5 application alleges the Landlord gave the Tenant a N12 notice of termination ("N12") in bad faith.

Tenant's Evidence

4. The Tenant testified that she moved into the rental unit in 2016 and vacated the rental unit in November 2021 due the rental unit being sold and the Purchaser's child needing to move into the rental unit.
5. The Tenant testified that she drove by the rental unit and saw a "for sale" sign at the rental unit in July 2021. The Tenant then checked the realtor site and found a listing for the rental unit. The Tenant submitted into evidence a screenshot of an MLS listing for the rental unit. The Tenant testified that she subsequently saw a "sold" sign at the rental unit.
6. The Tenant testified that prior to the listing, the rental unit was under construction for a long time.

Landlord's Evidence

7. The Landlord testified that she needed funds and sold the rental unit and that her husband served the Tenant with the N12.
8. The Landlord testified that the N12 was served with the understanding that the Purchaser purchased the rental unit for her son.
9. The Landlord testified that the sale of the rental unit closed in March 2021 and there was no contact with the Purchaser.

Analysis

10. 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:
 - First, that the Landlord gave a notice of termination under section 49 in bad faith;
 - Secondly, that the Tenant vacated the rental unit as a result of the N12 or as a result of an application to or order made by the Board based on the notice;
 - Thirdly, that the person named in the N12 did not move into the rental unit within a reasonable time after the Tenant vacated.
11. It is undisputed that the Landlord served the N12 for the Purchaser's child to move into the rental unit and that the Tenant vacated the rental unit in accordance with Board order SOL-22517-21 issued on October 5, 2021 for the Landlord's L2 application based on the N12.
12. There is no evidence before the Board to substantiate or corroborate the Tenant's claim that the Purchaser's son did not move into the rental unit within a reasonable time after the Tenant vacated.
13. The evidence of the Tenant was vague and inconsistent. The Tenant submits that the rental unit was listed for sale and sold after the Tenant vacated but the Tenant's Legal Representative stated that they served the Purchaser at the rental unit two weeks before

the hearing as the Purchaser is still on title and owes the rental unit. This leads me to believe the Purchaser did not sell the rental unit.

14. The Tenant testified that she saw the “for sale” sign in July 2021 which predates the Tenant leaving the rental unit. The only documentary evidence the Tenant submitted into evidence was a screenshot of a MSL listing that is not dated. When asked, the Tenant could not recall when she obtained the screen shot. The Tenant gave no time frames of when the rental unit was under construction. The Tenant provided no pictures of the “for sale” or “sold” signs she observed, no pictures of the rental unit under construction, and no pictures of the listing that would demonstrate the rental unit was renovated to be sold after the Tenant vacated. The Tenant did not visit the rental unit after vacating to confirm who resides in the rental unit.
15. On an application to the Board, the person who alleges a particular event occurred has the burden of proof to establish that it is more likely than not that their version of events is true.
16. In these circumstances, the burden falls on the Tenant to establish that the Purchaser’s son did not move into rental unit within a reasonable time after the Tenant vacated. Based on the evidence before the Board, I find the Tenant has failed to lead sufficient evidence to establish the Purchaser’s son did not move into the rental unit. As such, the Tenant did not satisfy the third requirement of section 57(1)(b) of the Act.
17. Given my finding on the third requirement, there is no need for me to address the first requirement of section 57(1)(b) of the Act with regards to bad faith. As the Tenant cannot establish all three of the requirements of subsection 57(1)(b), the Tenant’s application must be dismissed.

It is ordered that:

1. The Tenant’s application is dismissed.

April 15, 2026
Date Issued

Vicky Liu
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.