



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-072907-25

In the matter of: 3901, 125 BLUE JAYS WAY
TORONTO ON M5V0N5

Between: Nilofar Abbasi

APR 23, 2026

Tenant

And

Kevin Wang

Landlord

Nilofar Abbasi (the 'Tenant') applied for an order determining that Kevin Wang (the 'Landlord') gave a notice of termination in bad faith.

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

The Landlord and the Tenant 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. The Tenant proved the first four requirements in subsection 57(1)(a). The Landlord served an N12 Notice dated August 18, 2024 with a termination date of November 1, 2024. An Affidavit attesting to the fact that the Landlord would be occupying the rental unit was served on the Tenant.

4. Prior to the termination date, the Landlord texted and telephoned the Tenant on a number of occasions asking her to leave the unit early. He explained that he was a student and that his living situation made it difficult for him to study and was affecting his grades. He sent her pictures of his cramped living situation. The Tenant was upset by the intrusion on her privacy but believed the Landlord's representations and moved out of the unit on November 1, 2024 in accordance with the notice. She was paying \$2200 per month in rent.
5. The Landlord moved into the unit and offered proof of this by way of photos that showed he hosted dinners and took in a fireworks display on New Year's Eve which showed the Sky Dome in the background.
6. Following the Tenant's departure from the unit, she learned that the Tenant failed his first term of university, engineering at University of Toronto (Exhibit 3 DOC 7702522). The Tenant withdrew from the faculty of Engineering in January 2025. An amount of approximately \$36,000 in tuition fees was returned to the Landlord by the University (Exhibit 5 DOC 7702829).
7. The Landlord returned to China on March 16, 2025 (Exhibit 6 DOC 7702834).
8. The rental unit was re-let on June 7, 2025 for \$2350 (Exhibit 7 DOC 6309573) with an occupancy date of July 1, 2025. This is less than one year after the Tenant vacated on November 1, 2024. Therefore, in accordance with S.57(5) there is a presumption that the N12 Notice was served in bad faith and the onus is on the Landlord to prove that it was not served in bad faith.
9. The Landlord's evidence provided a clear picture of extenuating circumstances which arose after the Tenant vacated which negated the finding of bad faith as is set out below.
10. The Tenant failed the first term of his Engineering program as almost 50% of first year students do. He was asked by the University to leave the program, and his second term fees were refunded. As an International Student his fees were approximately \$70,000. The Landlord immediately applies to the Arts & Science faculty of the University but, given his dismal performance in the first term, he was not accepted.
11. Under the conditions governing International Students, the Landlord was required to leave Canada within 90 days of the termination of his student status which explains his departure to China on March 16, 2025.
12. Based on the totality of the evidence before me, I find that the Landlord did not give the N12 notice in bad faith. I find that although the Landlord did not occupy the rental unit for the period of one-year following the delivery of the N12, he had every intention of doing so and was unable to because of circumstances beyond his control.

It is ordered that:

1. The Tenant's application is dismissed and the LTB file is closed.

April 23, 2026
Date Issued

Christina Budweth
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.