



Order under Section 57 Residential Tenancies Act, 2006

Citation: Yanga v Kanwal, 2026 ONLTB 33219

Date: 2026-04-29

File Number: LTB-T-072716-25

In the matter of: 6832 VALLAS CIR
LONDON ON N6P0B5

Between: Francis Yanga Tenant

And

Shamsa Kanwal Landlords
Asim Ashraf

Francis Yanga (the 'Tenant') applied for an order determining that Shamsa Kanwal and Asim Ashraf (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on April 15, 2026.

The Tenant, the Landlords and the Landlords' legal representative, L. Walker, attended the hearing.

Determinations:

1. At the hearing, the Tenant agreed that he did not receive a notice of termination under subsection 48(1), 49(1) or 50(1) of the *Residential Tenancies Act, 2006* (the 'Act').
2. The Tenant introduced a series of email messages between the Tenant and the Landlords, dated May 5, 2024 to May 15, 2024. On May 5, 2024, the Landlords advised the Tenant that the Landlords could not afford to continue operating as landlords that they had decided to sell the property. The Landlords wrote: "Unfortunately, we are not able to afford the expenses of the property anymore. We will be putting it up on sale once it's [sic.] emptied".
3. On May 8, 2024 and May 15, 2024, the Tenant reminded the Landlords that they must give a valid notice of termination to terminate the tenancy under the Act. The Tenant also advised that "If you want to sell, you would have to sell while I'm still living in the property. New owners automatically assume existing tenancies."
4. At the April 15, 2026 hearing, the Tenant confirmed that he was aware that the Landlord's May 5, 2024 email message did not constitute a notice of termination. The Tenant was

also aware that he was not required to vacate the rental unit because of the May 5, 2024 message.

5. The Tenant testified that his family status had changed. At the time he received the Landlords' May 5, 2024 email message, the Tenant had decided to vacate the rental unit and purchase a home to accommodate his growing household.
6. Based on the Tenant's own evidence and admission, I find the Landlords did not give a notice of termination, or any notice that substantially complied with the Act's provisions to terminate the tenancy for the Landlords' or a purchaser's residential use. I also find the Tenant vacated the rental unit because the unit was inadequate to house his family.
7. The Tenant therefore did not have the right to file an application under subsection 57(1) of the Act for an order determining that the Landlords gave a notice of termination in bad faith.
8. Based on the Tenant's evidence of the circumstances that ended the tenancy, including the Tenant's testimony that he planned to vacate the property and purchase a home for his family, it was not appropriate to amend the Tenant's application at the hearing under subsection 207(1)(f) of the Act.
9. The Tenant's application shall accordingly be dismissed.
10. All the reasons for this order are contained herein, and no further reasons will be given.

It is ordered that:

1. The application is dismissed.

April 29, 2026
Date Issued

Harry Cho
Vice Chair, 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.