



**Order under Section 21.2 of the Statutory Powers Procedure Act
and Section 57 of Residential Tenancies Act, 2006**

File Number: LTB-T-062336-24-RV

In the matter of: 1017, 25 GREENVIEW AVE
NORTH YORK ON M2M 0A5

Between: Chieh Ou Tenant

and

Mahnaz Kiani Landlord

Chieh Ou (the 'Tenant') applied for an order determining that Mahnaz Kiani (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-062336-24 issued on March 26, 2025.

On January 27, 2026, the Board issued interim order LTB-T-062336-24-RV-IN2 granting the Landlord's request for a review and directing a rehearing of the application.

The application returned on April 28, 2026 in videoconference room 103 to be reheard.

The Tenant, the Tenant's legal representative Jessica Gu, the Landlord and the Landlord's legal representative Babak Vosooghi attended the hearing. The Landlord called Bahram Amin to testify.

Determinations:

1. To succeed on this application, the Tenant must prove each of the requirements of paragraph 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') on a balance of probabilities:
 - (a) The Landlords gave the Tenants notice of termination under section 48 of the Act (N12 notice);
 - (b) The Tenants vacated the rental unit as a result of the N12 notice;
 - (c) No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
 - (d) The Landlord served the N12 notice in bad faith.

2. The Landlord agreed that the reverse onus provision in subsections 57(5) and 57(6) of the Act places the burden on the Landlord to prove on a balance of probabilities that she did not give the N12 notice in bad faith because the Landlord advertised the unit for rent within one year after the Tenant vacated. For reasons that follow, I find the Landlord has discharged that burden.
3. The Landlord and her spouse explained that the Landlord gave the N12 notice so that her spouse can move out of the family home following a period of intense marital discord occasioned by unemployment and medically-related tensions in the home. The Landlord was not challenged on the fact that the N12 notice identifies herself, not her spouse as the intended occupant.
4. Within days of the Tenant vacating, the Landlord's spouse moved into the rental unit with some furniture with him. Over time, he brought more belongings. He changed his address to that of the rental unit and filed his taxes using that address. I accept the Landlord's evidence that she and her spouse had decided to separate and intended for her spouse to live in the unit which he did for some seven months. During much of that time, they attended marriage counselling with a therapist. They also noticed that the separation was affecting their teenaged child whose studies were suffering. On the therapist's advice, they decided to prioritize their child's needs. To that end, the Landlord's spouse returned to the family home for a trial period while occasionally returning to stay at the rental unit. After about a month, having seen positive changes in their child, the Landlord and her spouse felt motivated to reconcile and decided to live together again as a family again. They hired a realtor to re-rent the unit as they no longer needed it.
5. The Tenants presented no evidence, and elicited no concessions in cross-examination that would give me reason to doubt the reliability or accuracy of the testimony presented by the Landlord and her spouse. Guided by subsection 202(1) which requires me to ascertain the real substance of all transactions and activities relating to the rental unit and the good faith of the parties, and by the Court of Appeal's decision *Elkins v. Van Wissen* (2023) which requires me to examine the entirety of the Landlord's dealings with the Tenant, I find it has been proven on a balance of probabilities that the Landlord did not give the N12 notice in bad faith because she genuinely intended to repossess the rental unit for use by her spouse.

It is ordered that:

1. The application is dismissed.

May 6, 2026
Date Issued

Nersi Makki
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.