



Order under Section 57 Residential Tenancies Act, 2006

Citation: Bartley v Hossain, 2026 ONLTB 36139

Date: 2026-05-11

File Number: LTB-T-074131-25

In the matter of: LOWER UNIT, 1446 WILSON RD N
OSHAWA ON L1K2B6

Between: Karl Bartley
Robin Watson
Tenants

And

Marufa Mannan
Rana Hossain
Landlord

Karl Bartley and Robin Watson (the 'Tenants') applied for an order determining that Marufa Mannan and Rana Hossain (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on April 14, 2026.

The Tenants, the Landlords and the Landlord's Representative Sarah Vaz attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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:
 1. The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act;
 2. The Tenant vacated the rental unit as a result of the N12 notice of termination;
 3. No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
 4. The Landlord served the N12 notice of termination in bad faith.

3. It is uncontested that the Landlord served the Tenant with a notice of termination under section 49 of the Act and that the Tenant moved out because they received this notice.
4. The dispute between the parties is the allegation that the Landlord did not move into the rental unit within a reasonable amount of time after the Tenant vacated.

Tenant Evidence

5. The Tenant Karl Bartley (KB) testified that they had lived in the unit for 18 years and that he felt the eviction was in bad faith.
6. KB testified that they challenged the N12, a hearing was held before the Board and they were ordered to vacate the unit, which they did on August 29, 2024.
7. KB testified that they have friends who still reside in the neighborhood, and he drives past the house approximately 3 times per week and no one has moved into the unit since they moved out. A copy of a letter from a neighbor was submitted as evidence.
8. KB testified that he became aware of an ad for the unit for rent, although the ad did not contain an address, he knew it was the same unit. A copy of the ad was submitted as evidence.
9. KB testified that they could not find a new suitable new unit, and they entered into an agreement with another Landlord to renovate an entire unit, at their own cost and live in a trailer, which they had to purchase, for 3 months, until the unit was able to be lived in. Multiple pictures of the unit prior to and after the renovations, were submitted as evidence.
10. KB testified that he has a bad heart and a hernia, and he had to put off a surgery so he could complete the work on the new unit.
11. Under cross-examination, KB agreed that the unit still remains vacant and the rental ad he seen was posted September 25, 2025, and removed October 9, 2025.
12. The Tenant Robin Watson (RW) testified that the Landlord told them that they were moving into the unit because they missed their family in that area and there son would be attending university. She further testified that the Landlord nor his family ever moved into the unit.
13. RW testified that the have many friends in the area of their former unit and it was close to the hospital.
14. RW testified that the move has caused their son mental anxiety, he is refusing to go to school, and he now requires a mental health nurse.
15. RW testified that the move has affected all their family negatively and her father's health took a turn for the worse after the move.
16. RW testified that it has been 16 months since they moved out, negatively impacting them, and the Landlord has still not moved into the unit.

Landlord's Evidence

17. The Landlord Rana Hossain (RH) testified that the N12 notice was served on the Tenant because he and his family were moving into the unit to be closer to family in Ontario.
18. RH testified that the Tenant vacated the unit on August 31, 2024, and he inspected the unit on September 1, 2024, and found the unit to be in an unlivable condition. Photos of the unit were submitted as evidence.
19. RH testified that he had a contractor attend the unit and provide him with a quote of \$117,000.00 to renovate the unit to suit his needs.
20. RH testified that the contractor would not be able to begin the work until the end of December because of other work already scheduled.
21. RH testified that suddenly in mid December he had major issues with his health involving his prostate, which required surgery. He further testified that he would require another surgery in 3 months. Letters from his doctors were submitted as evidence.
22. RH testified that due to his health issues he has to stay in Edmonton where his doctor and specialist are because if he moved to Ontario now, he would be without the medical care he needs.
23. RH testified that his health issues have affected his ability to work and his income and he cannot afford to do the required renovation right now.
24. RH testified that he and his family are still going to be moving into the unit once his treatments are completed and that he had a job offer as a family physician in Scarborough.
25. RH testified that he became aware of the ad for the unit through a friend and called the property management company telling them to remove the ad as he had never authorized it.

Analysis

26. The Tenant must prove on a balance of probabilities the 4 elements contained in subsection 57(1)(a) of the Act as outlined above.
27. In *Salter v. Belijinac*, 2001 CanLii 40231 (ON SCDC), the Divisional Court determined that a Landlord satisfied the "good faith" requirement to terminate a tenancy where the person identified in the notice of termination genuinely intends to occupy the rental unit for residential purposes.
28. In *Fava v. Harrison*, [2014] O.J. No. 3352 (Ont. Div.Ct.), the Court determined that while the motives of the Landlord are, per *Salter*, "largely irrelevant", the Board can consider the conduct and motives of the Landlord to draw inferences as to whether the Landlord desires, in good faith, to occupy the property.
29. 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. In this application, the burden typically falls on the Tenant to establish that the notice of termination was served in bad faith.

30. The first and second elements are uncontested: the parties agree that the Tenant was served an N12 notice for the Landlord's personal use and that the Tenant vacated the rental unit because of the N12 notice.
31. With respect to the issue of whether the Landlord moved into the unit within a reasonable amount of time after the Tenant vacated, I find that both of the Tenants gave straightforward and consistent evidence with respect to the fact that the rental unit has remained empty for over 16 months after they vacated the unit as a result of the N12 notice, that the Landlord nor his family has ever moved into the rental unit and the disruption the move has caused in their lives.
32. I also find that the Landlord RH provided straightforward and consistent evidence supported by the medical documents that in mid December 2024 he experienced major medical issues which required surgery and that it prevented he and his family from relocating to the unit at that time.
33. It is an unforeseen medical issue which prevented the Landlord from moving into the unit and I find that the evidence from RH was clear that he and his family genuinely intended to occupy the unit for their own personal use until the issues with his health prevented it.
34. I find that the conduct and the motive of the Landlord to be reasonable, that he did have good intentions to occupy the rental unit when he served the N12 notice to terminate and that it was made in good faith. I therefore find that the Tenant did not prove, on a balance of probabilities, that the Landlord served the N12 notice of termination in bad faith.
35. This order contains all of the reasons in this matter, and no further reasons will be issued.

It is ordered that:

1. The Tenant's application is dismissed.

May 11, 2026
Date Issued

Brenda Mercer
Member, 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.