



Order under Section 31 Residential Tenancies Act, 2006

Citation: Qalinle v Akhtar, 2026 ONLTB 35067

Date: 2026-05-13

File Number: LTB-T-092005-25

In the matter of: (MAIN) 285 FERNFOREST DR
BRAMPTON ON L6R1L9

Between: Kaltuun Qalinle

Tenant

And

Zahid Ali Akhtar

Landlord

Kaltuun Qalinle (the 'Tenant') applied for an order determining that Zahid Ali Akhtar (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 28, 2026. The Tenant and the Landlord, and his legal Representative, Jorge Andres Steinmetz, attended the hearing.

Determinations:

Preliminary Issues:

Tenant's Representative

1. At the outset of the hearing, Halima Abdi ('HA') indicated she was representing the Tenant at the hearing. I asked whether HA was licensed by the Law Society of Ontario to act in matters before the Board. HA advised she was not.
2. Unlicensed representatives¹ may appear before the Board where they are acting for a friend or neighbour, are not being paid, and have provided "legal services" in no more than 3 matters in a year.
3. Although HA states she has not been paid, she states that she had provided legal services to more than three individuals in a one-year period. When questioned about the kinds of services she has provided, she told the Board that she will read up on the area of law and explain to them their options.

¹ [Practice Direction on Representation before the Landlord and Tenant Board](#)

4. I referred the parties to s.1(6)(1) of the *Law Society Act*², which provides that legal services includes giving "...a person advice with respect to their legal interests, rights, or responsibilities of the other person....". Given HA's admission, I find that HA is providing legal services, and that because she is doing so more than three times per year, that this is outside of the exemptions allowed. Therefore, HA is not authorized to represent the Tenant in this matter.
5. HA argued that she has not "appeared" before a tribunal three times. However, I do not find that is relevant. The *Law Society Act* is clear that giving advice is included, not just appearances before a Board or Tribunal.
6. Initially, HA stayed in the room. However, it appeared that HA was continuing to advice the Tenant on her matter. As such, HA and the Tenant were cautioned at which time HA left the room, and the Tenant represented herself.

Limitation Period

7. The Landlord's Representative submits that the Tenant did not file her application within one year as prescribed by s.57(2) of the *Residential Tenancies Act* ('the Act').
8. The Tenant's application was filed on October 31, 2025. The tenancy terminated on October 31, 2024.
9. The Landlord submits that this is 366 days; therefore, it is beyond the statutory limitation period.
10. Initially, I had agreed with the Landlord's submissions. However, after reviewing the Board's [LTB - Rules of Procedure](#) Rules of Procedure, I determined that my initial analysis was incorrect. Specifically, Rule 1.13 states: "When something must be done within a specific number of days, the days are counted by excluding the first day and including the last day."
11. The application must have been filed within 365 days. Thus, the first day counting towards the statutory limitation period in this case was November 1, 2024. Therefore, 365 days from November 1, 2024, is October 31, 2025. As such, I find that the Tenant's application was brought within the limitation period. The hearing proceeded.
12. However, I can find no prejudice to the Landlord resulting from this omission. The Tenant sought to amend their application, and this request was granted. The Tenant's application is amended to include "Main" in the address.

Tenant's T5 Application

13. As explained below, the Tenant did not prove all of the allegations contained in the application on a balance of probabilities. Therefore, the Tenant's application is dismissed.

² [Law Society Act, R.S.O. 1990, c. L.8 | ontario.ca](#)

14. By way of background, the Tenant states when the tenancy began, she was living in the rental unit with her husband and four children ages 16, 13, 12, and 8. The rental unit was a four-bedroom, 2.5 bathroom detached home with a single car garage. However, the Tenant divorced in July 2024.
15. 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 ('N12 notice');
 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 in bad faith.
16. Further, section 57(5) of the Act creates a rebuttable presumption that a notice of termination given under s. 48(1) of the Act was given in bad faith if the property is advertised for sale or rent. A rebuttable presumption means that the landlord is assumed to have acted in bad faith unless the landlord can provide an explanation that satisfies the Board as to what changed after the tenancy terminated, that affected the landlord's ability to move in or remain in the rental unit.
17. The Tenant testified that she was given an N12 notice of termination at the beginning of August 2024. The N12 notice indicated that the Landlord and his children would be moving back into the rental unit and listed the termination date as October 31, 2024. The Tenant did provide some testimony that she had asked for more time hoping for a termination date of October or November 2024. However, the Landlord told her he was unable to be flexible about the date. The Tenant moved out of the rental unit on October 31, 2024.
18. The Tenant says she went past the rental unit in December 2024 or January 2025. She observed a "for rent" sign outside (Doc-670-9343). The Tenant states she called the realtor and asked, as if she was a prospective tenant, about the rental property. The realtor told her that it was a one-year lease and that the monthly rent was \$3,600.00. This was \$400.00 more per month than what the Tenant had been paying.
19. The Landlord disputes that the N12 notice was given in bad faith. Rather, he states that he had planned to move back into the rental unit, but because the Tenant failed to vacate the rental unit in time for his kids to start the school year, he was not able to follow through on his plans. Specifically, he, his wife and two children were residing overseas, in Pakistan, and had been for about one year. The plan was to have the family return to Canada in the summer of 2024 so that the children could be re-enrolled into school for September 2024. However, the Tenant was still living in the rental unit, so he had to abandon this idea for the school year in September 2024 and instead brought the family back in time for the 2025/2026 school year.
20. The Landlord returned to Canada on February 11, 2025. To keep the costs down while awaiting the return of the family, the Landlord advertised the upper floor rental unit while he resided in the basement. However, this was rented for only two months, not one year.

After his children finished their school year in Pakistan, his family did come back home, and they are living in the rental unit as a family now. The Landlord does not know why his realtor would have told someone that the lease term was one year but thinks perhaps the realtor just “assumed” this. However, it was not his intention to rent the upper floor for a year, rather, he wanted tenants for a short term until his family returned home.

Analysis

21. The leading case on finding good faith is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC). In this case, the Divisional Court instructs the Board to consider the “...the test of good faith is **genuine intention to occupy the premises and not the reasonableness of the landlord’s proposal...**”. [Emphasis Added]
22. Although I do find that the Landlord gave the N12 notice of termination quite prematurely, I do not find that this accords to a bad faith intention on behalf of the Landlord. The Landlord’s evidence, which I accept, is that his intention was to live in the rental unit with his family. It is not disputed that this took some time, but I accept the Landlord’s evidence that the family decided to wait until the school year was over to move everyone back. The Landlord’s good faith intention was to move into the rental property, and he did. The delay in returning to the rental unit, in my view, does not affect the Landlord’s good faith intention, and I find that the Landlord rebutted the presumption of bad faith even though he re-rented the rental unit for a short time sometime around February 2025. I accept the Landlord’s evidence it was only intended to offset some costs while he waited for his family to return.
23. I do accept the Tenant’s evidence that the realtor told her that the rental unit was to be a one-year term. However, beyond the conversation the Tenant had with the realtor in approximately December 2024 or January 2025, there was no evidence led to suggest that the rental unit continued to be occupied by anyone other than the Landlord. For example, the Tenant did not testify she went to the rental unit and spoke to new tenants, or made frequent observations that the rental unit was still tenanted, or spoke to multiple neighbours who reported the Landlord does not live in the rental unit. Therefore, I am unable to find that the Tenant led sufficient evidence to challenge the Landlord’s rebuttal of bad faith. For the same reason, I accept the Landlord’s testimony that he did move back into the rental unit and continues to reside there.
24. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The Tenant’s application is dismissed.

May 13, 2026
Date Issued

 Jane Dean
 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.