



Order under Section Residential Tenancies Act, 2006

Citation: Gabi v Ahsan, 2026 ONLTB 36250

Date: 2026-05-07

File Number: LTB-T-092597-24

In the matter of: 1808, 10 NAVY WHARF COURT
TORONTO M5V3V2

Between: Amanpreet Kaur Gabi Tenants
William Kwok

And

Sharmina Ahsan Landlords
Samiul Ahsan

Amanpreet Kaur Gabi and William Kwok (the 'Tenants') applied for an order determining that Sharmina Ahsan and Samiul Ahsan (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on March 31, 2026.

The Landlord Sharmina Ahsan (S.A), the Landlords legal representative Tracy Ryman, and the Tenants attended the hearing.

Determinations:

1. As explained below, I am not satisfied on a balance of probabilities that the Notice of Termination was provided in bad faith. Therefore, the Tenants' application is dismissed.
2. There is no dispute that Samiul Ahsan is the landlord, and Sharmina Ahsan is the Power of Attorney (which I understand to be for property) for Samiul Ahsan. Since the lease agreement between the parties is signed between the Tenants and Sharmina Ahsan and the agreement references that she is the "Power of Attorney", it's clear that she was acting as the agent for the landlord, Samiul Ahsan. Thus, in the circumstances of this case, I am satisfied that Sharmina Ahsan fits definition of landlord under *Residential Tenancies Act, 2006* (the "Act") as she permitted occupancy of a rental unit and is the personal representative for Samiul Ahsan.
3. In April 2024, the Landlords served the Tenants with a N12 Notice of termination with a termination date of June 30, 2024, pursuant to section 48 of the Act. The N12 notice states that the Landlord, Samiul Ahsan requires vacant possession of the rental unit because he

in good faith require possession of the rental unit for the purpose of residential occupation for a period of at least one year.

4. The Tenants vacated the rental unit on or around June 15, 2024.
5. This application was filed pursuant to subsection 57(1)(a) of the Act, which requires the Tenants to prove each of the following on a balance of probabilities:
 - (1) The Landlords gave a notice of termination under section 48 of the Act in bad faith;
 - (2) The Tenants vacated the rental unit as a result of the notice of termination; and
 - (3) No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenants vacated.
6. In this case, there is no dispute between the parties that the Tenants were served an N12 notice of termination under section 48 of the Act, and that the Tenants vacated as a result of the N12 notice.
7. Regarding the third criteria of the test outlined subsection 57(1)(a) of the Act, Amanpreet Gabi ('A.G') testified that on August 24, 2024, she observed that the rental unit was listed for sale on Condos.ca and was leased for \$2,400.00 – which was higher than the Tenants' rent. A copy of the listing was filed as evidence with the Board, and it indicates that the unit was leased on August 1, 2024, and it was listed for lease on July 30, 2024. The Tenants position is that since the rental unit was listed for lease shortly after the Tenants vacated the rental unit, the Landlords had served the notice of termination in bad faith. The Landlords did not dispute that the rental unit was listed for lease after the Tenants vacated the rental unit.
8. The central dispute between the parties is whether the Landlords served the N12 notice of termination in "bad faith".
9. In terms of whether the N12 notice was served in "bad faith", subsection 57(5) and 57(6) of the Act creates a presumption of bad faith if the landlord advertises the unit for rent or sale within one year of the tenant(s) vacating the rental unit. Since the rental unit was first advertised for lease on July 30, 2024, the statutory presumption of bad faith applies in this case. The burden thus shifts to the Landlords to establish that they did not serve the N12 notice of termination in bad faith.
10. Based on the evidence adduced at the hearing, I am satisfied on a balance of probabilities that the Landlords have rebutted the presumption of bad faith.
11. The Landlord S.A testified that at the time the N12 notice of termination was served to the Tenants her father Samiul Ahsan had intention to reside in the rental unit. On April 9, 2024, she also provided confirmation to the Tenants via email that she advised her father to arrange his travel plans from Bangladesh to Canada for June 2024. A copy of the email was filed as evidence with the Board confirming her testimony.

12. S.A further testified that repairs were also conducted to the rental unit in anticipation of Samiul Ahsan moving into the rental unit. However, in July 2024, there was political disturbance (civil riots) which occurred in Bangladesh which restricted travelling. She claimed that, during this time, Samiul Ahsan's health condition also deteriorated, and he was placed under medical care. A copy of the riot report, along with a hospital medical certificate for Samiul Ahsan were filed as evidence with the Board and they corroborate her claim. The riot report confirms that the country was on lockdown and travelling was restricted due to the riots. The riots started approximately July 2024 and lasted until early August 2024. Furthermore, the medical letter/certificate dated January 17, 2026, confirms that Mr. Samiul Ahsan is 90 years old and he was diagnosed in 2024 with chronic obstructive pulmonary disease (COPD). This letter/certificate further references that the political unrest which occurred in Bangladesh around July 2024 also impacted Mr. Samiul Ahsan's mental health. The letter/certificate concludes by remarking that the combined impact of these issues substantially deteriorated Samiul Ahsan's overall health, and he was medically advised to not undertake any air travel.
13. S.A further testified that, as of the hearing date, her father Samiul Ahsan is still in Bangladesh as he not able to travel due to his health conditions. She claimed that once she learned that his father could not travel, the rental unit was listed for lease.
14. A.G testified that on August 26, 2024, S.A's sister, Sabrina Ahsan, wrote an email to her advising that she was taking her "father" to the hospital. A.G argued that this email implies that Mr. Samiul Ahsan was living at the rental unit. A copy of the email was filed as evidence with the Board. S.A denied the assertion and claimed that A.G is mistaken with respect to the interpretation of the email and confirmed that Samiul Ahsan is still residing in Bangladesh.
15. In the decision of *Elkins v. Van Wissen*, 2023 ONCA 789 ("*Elkins*"), para 45., the court makes it clear that under s. 202(1) of the Act, the Board is required, when making findings on an application, to ascertain the real substance of all transactions and activities relating to a rental unit and the good faith of the participants. The court in *Elkins* in para 43., also made it clear that it an error of law for the Board to restrict their analysis of the evidence at the point in time when the landlord serves a tenant a s.49 notices of termination. While the analysis in *Elkins* is centred upon notices of termination served for "purchaser's own use" under section 49 of the Act, the legal principles can be applied in the context of notices provided pursuant to section 48 of the Act for "landlord's own use".
16. In applying the legal principles in *Elkins* and considering the totality of the evidence adduced at the hearing, I am satisfied on a balance of probabilities, that the reason for the listing of the rental unit was due to a material change in Mr. Samiul Ahsan's circumstances after the Tenants had vacated the rental unit. The political climate which occurred in Bangladesh in July 2024 was beyond Samiul Ahsan's control, and these civil riots restricted travelling. This situation impacted his mental health, and around this time, his physical health had also significantly deteriorated. He was under medical care and was advised by a medical professional not to undertake any air travel. S.A testimony was

supported by documents filed with the board, and I find her evidence to be consistent with the overall narrative of events, and I also find it to be reliable.

17. With respect to the Tenants evidence, the email dated August 26, 2024, does not mention where Mr. Samuil Ahsan is residing nor does it reference whether he is in Canada. The Tenants did not summons the author of the email to the hearing to confirm the contents of the email and what the author meant by the assertions. This is evidence I would have reasonably expected the Tenant to adduce in support of their claim. The Tenants evidence pertaining to the email was based on entirely on speculation, and thus it is not reliable. Also, her email evidence, is inconsistent with her own evidence that the rental unit was leased on August 1, 2024. Thus, I place little weight on the evidence provided by the Tenants, as their evidence was inconsistent and is not reliable.
18. For all the above noted reasons, I find the that the Landlords' have rebutted the presumption of bad faith. Therefore, the Tenants' application is dismissed.
19. This order contains all the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenants' application is dismissed.

May 7, 2026
Date Issued

Inderdeep Padda
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.