



Order under Section 57 Residential Tenancies Act, 2006

Citation: Fayyaz v Mehran, 2026 ONLTB 36204

Date: 2026-05-28

File Number: LTB-T-090946-25

In the matter of: 522 BRANCH ST
NEPEAN ON K2J6P3

Between: Faiz Mohammad Fayyaz Tenant

And

Amro Mehran Landlord

Faiz Mohammad Fayyaz (the 'Tenant') applied for an order determining that Amro Mehran (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 27, 2026.

The Landlord, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
2. The rental unit is a single-family home. At the time the Tenant vacated the rental unit, he was paying \$2,475.00 in monthly rent.
3. It was undisputed that the Landlord served an N12 Notice on the Tenant on October 30, 2024, which stated that the Landlord in good faith, required possession of the rental unit, for the purpose of residential occupation by their daughter for a period of at least one year. The N12 Notice provided a termination date of January 31, 2025.
4. The Tenant testified that in or around October 2024, the Landlord advised them that their daughter is looking to settle down and they need to move into the rental unit. The Tenant testified that after receiving the N12 Notice, he looked for another unit to move into. He testified that he was able to find a new rental unit suitable for his family and vacated the rental unit on February 28, 2025. This was not challenged by the Landlord.
5. It was undisputed that the Landlord's daughter did not move into the rental unit. The Landlord listed the unit for sale on March 11, 2025, and sold it on September 5, 2025.

6. Section 57(1) (a) of the Act establishes a three-part test. In order to be successful in their T5 application, the Tenant must establish all three of the requirements of subsection 57(1)(a) on a balance of probabilities:
 - First, that the Landlord gave a notice of termination under section 48 of the Act (the N12 notice) in bad faith;
 - Second, that the Tenant vacated the rental unit as a result of the N12 notice or Board order based on the N12 notice;
 - Third, that the person named in the N12 notice did not move into the rental unit within a reasonable time after the Tenant vacated.
7. 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.
8. However, pursuant to section 57(5) of the Act, the fact that the rental unit was listed for sale within one year of the Tenant vacating creates a presumption that the Landlord served the N12 notice in bad faith. This presumption is rebuttable and the burden shifts to the Landlord to establish that they served the N12 in good faith.

Rebuttal Presumption of Bad Faith

9. Subsections 57(5) and 57(6) establish a rebuttable presumption of bad faith; those provisions state:
 - (5) For the purposes of an application under clause (1)(a), it is presumed, unless the contrary is proven on a balance of probabilities, that a landlord gave a notice of termination under section 48 in bad faith, if at any time during the period described in subsection (6) the landlord,
 - ...
 - (c) advertises the rental unit, or the building that contains the rental unit, for sale...
 - ...
 - (6) The period referred to in subsection (5) is the period that,
 - (a) begins on the day the landlord gives the notice of termination under section 48; and
 - (b) ends one year after the former tenant vacates the rental unit.
10. The rebuttable presumption is engaged as it is undisputed that the rental unit was listed for sale less than a year after the Tenant vacated.

11. The Landlord disputes that the N12 Notice was served in bad faith as the Landlord testified that they intended for their daughter to move into the rental but there was a change of circumstances that lead to the rental unit being listed for sale.
12. The Landlord testified that he purchased the house in 2021 with the intention that his daughter would reside in it. The Landlord's daughter Mariam Mahran ('MM'), had applied for medical school but was initially rejected and she re-applied in either August 2024 or September 2024. She received an email on February 27, 2025, from Queen's University school of medicine for a virtual live panel interview for admission into the Doctor of Medicine program. On May 21, 2025, MM received an email of acceptance for the program. The Landlord testified that his daughter was required to re-locate to Kingston on a full-time basis and it was not possible for her to move into the rental unit. The Landlord testified that they made the decision to sell the property in order to support their daughter's education and manage their financial burden.
13. I am not satisfied that the Landlord rebutted the presumption of bad faith.
14. In many other cases, the Board has found that an unforeseen change in circumstances that results in the person listed in the N12 being unable to occupy the rental unit does not constitute bad faith (see, for example, TST-66921-15, TST-87559-17, TST-80046-16). I do not agree that this is a case where an unforeseen change of circumstances resulted in MM failing to take occupancy of the rental unit. Beginning in August or September 2024, the Landlord knew or ought to have known that there was a real possibility that his daughter would not be occupying the rental unit because she was applying to medical school in various places. On February 27, 2025, the Landlord's daughter interview for medical school in Kingston. This was before the Tenant vacated the rental unit.
15. By serving the N12, the Landlord initiated events that had the serious consequence of ending the tenancy and compelling the Tenant to relocate which in my view is a substantial undertaking. The Landlord, as admitted, knew by the end of February 2025 that MM would potentially not be moving into the rental unit. I find the Landlord's conduct to be unreasonable, particularly because the Landlord allowed the Tenant to move out in the face of a real possibility that his daughter would not be occupying the unit. The Landlord did not advise the Tenant of this potential change in circumstances before the Tenant moved out. This information could have changed the Tenant's decision to vacate the rental unit.
16. Therefore, I find that the Landlord failed to rebut the presumption that the N12 was served in bad faith. As such, the Tenant have established each part of the test contained in section 57(1)(a) of the Act.

Remedies

Moving costs

30. The Tenant incurred reasonable out-of-pocket moving expenses as a result of the Landlord's breach in the amount of \$1,500.00. According to the testimony of the Tenant, the Tenant paid for a moving truck and gas and paid cash to his friends for helping him

move. He did not submit documentary evidence but I find his testimony is sufficient and this to be a reasonable amount.

General compensation

31. The Tenant requested general compensation in the amount of \$29,700.00.
32. Section 57(3) (1.1) of the Act authorizes the Board to pay general compensation in the amount of up to 12 months rent the Tenant last paid should it be determined the Landlord gave an N12 notice in bad faith.
33. The Tenant testified that the move had a detrimental effect on their mental, financial and emotional well being. He testified that his wife had recently given birth to their youngest child. Their youngest was only three months at the time the N12 was served, and his wife was scheduled for surgery, but they had to postpone to find alternative housing. It was stressful, as they took time off work and traveled to Toronto to find housing that they could afford. They submitted it was difficult to seek alternative accommodation.
34. The Landlord's actions had a significant impact on the Tenant. Given the inconvenience faced by the Tenant by the N12 having been served in bad faith, I find it appropriate to award the Tenant \$4,500.00 in general compensation. Therefore, I find that the Landlord must pay the Tenant \$4,500.00 for general compensation.

Rent Abatement

35. The monthly rent at the end of the tenancy was \$2,475.00 The Tenant requested a 100% rent abatement equivalent to 28 days of rent, in the amount of \$2,475.00. I find that the Tenant is entitled to an abatement of rent.
36. An abatement of rent is based on the principle that a tenant pays rent for a bundle of goods and services and if the tenant is not receiving everything being paid for then he or she is entitled to abatement proportional to the difference between what is being paid for and what is being received. There was evidence before me that the Tenant was not able to utilize the rental unit in its entirety after the service of the notice. The Tenant submitted that the process of looking for another rental unit and moving caused them to experience a high level of stress. I find that any tenant who has to move due to a landlord's request would experience stress and their use of the unit would have been diminished when they had to look for a new place to live, instead of enjoying their unit. The rent was \$2,475.00 and the Tenant received the notice on October 30, 2024. The Tenant moved out February 28, 2025. I find that an abatement of 100% for the for the month of February, to be reasonable in the circumstances. Therefore, the Landlord shall pay the Tenant \$2,475.00.

Administrative Fine

37. With respect to the Tenant's request to impose a fine, the Board Interpretation Guideline 16, Administrative Fines, states that an administrative fine is a remedy to be used to encourage compliance with the Act, and to deter landlords from engaging in similar activity in the future. The Guideline further states that that this remedy is not normally imposed

unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance.

38. Not all of the Landlord's conduct warrants a fine. I accept that the Landlord may simply have been unaware of the repercussions of serving a bad faith notice. That being said, attempting to induce the Tenant to vacate and serving a bad faith notice, constitutes a blatant disregard of the Act. A fine of \$200.00 is appropriate to encourage compliance with the Act going forward.

Rent differential

39. The Tenant requested the rent differential they incurred for one year after moving out of the rental unit, based on \$275.00 per month for a total of \$3,300.00 for the year. The Tenant moved into a house which consisted of three bedrooms, and three-bathrooms as of March 1, 2025, paying \$2,750.00 for the monthly rent. The parties agreed that the monthly rent for the rental unit was \$2,475.00 at the time the Tenant vacated. The rental unit was a house with three bedrooms, and two bathrooms.
40. I find that the rental units are comparable, I do find that the Tenant is entitled to a rent differential because the Tenant had to move as a result of the N12 notice they received.
41. I find that awarding an increased rent in the amount of \$275.00 to be fair in the circumstances. An order will issue requiring the Landlord to pay to the Tenant \$3,300.00 for rent differential for a period of one year.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$11,823.00. This amount represents:
 - \$2,475.00 for a rent abatement.
 - \$3,300.00 for increased rent the Tenant has incurred for the one-year period from January 30, 2025 to February 1, 2026.
 - \$1,500.00 for the reasonable moving, storage and other like expenses that the Tenant has incurred as a result of having to move out of the rental unit.
 - \$4,500.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 8, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 8, 2026, the Landlord will owe interest. This will be simple interest calculated from June 9, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

5. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$200.00 by June 9, 2026.

May 28, 2026
Date Issued

Vinuri Sivalingam
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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.