



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-105585-24

In the matter of: 5013 NORTHERN LIGHTS CIR
MISSISSAUGA ON L5R2P7

Between: Ammar Safi Tenant

And

Fahd Ahmed Landlord

Ammar Safi (the 'Tenant') applied for an order determining that Fahd Ahmed (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on February 11, 2026.

The Landlord; the Landlord's Legal Representative, Amanda Richards; the Landlord's Witnesses, Malak Ahmed and Mohamad Ahmed; the Tenant and the Tenant's Legal Representative, Jimmy Gangadin attended the hearing.

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:
 - The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act;
 - The Tenant vacated the rental unit as a result of the N12 notice of termination;
 - No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
 - The Landlord served the N12 notice of termination in bad faith.
3. The Tenant proved some of the requirements in subsection 57(1)(a). It was agreed between the parties that the Landlord served an N12 notice of termination under section 48 of the Act. However, as the Tenant did not prove that the Landlord did not move into the rental unit within a reasonable amount of time, the Tenant's application is dismissed.

4. The Landlord's L2 application to terminate the tenancy based on an N12 notice of termination for the Landlord's own residential occupation was heard on April 24, 2024. The parties entered into an agreement to terminate the tenancy on a non-voidable basis, effective May 31, 2024, and a consent order was issued resolving both the Landlord's L2 application for termination of the tenancy because the Landlord in good faith required possession of the rental unit for the purposes of their own occupation (LTB-L-099213-23) and the Landlord's L1 application for termination of the tenancy based on unpaid rent (LTB-L-003749-24).
5. The Tenant testified that he vacated the rental unit on May 31, 2024, pursuant to the Landlord's request for eviction for the Landlord's own use. The Landlord denies that the Tenant vacated in accordance with the L2 application and submits that the Tenant vacated the rental unit on June 1, 2024, due to the amount of the outstanding rental arrears.
6. The matter before the Board was for non-voidable termination based on the Landlord's N12 notice and the Tenant agreed to non-voidable termination in their consent order. As a result, I was satisfied that the Tenant had proven that the tenant vacated in accordance with the N12 notice of termination.

Did the Landlord move into the rental unit within a reasonable amount of time?

7. The Tenants assert that the Landlord gave the N12 notice in bad faith due to the outstanding rent arrears and did not move into the rental unit.
8. The Tenant testified that as his sister lived near the rental unit, he would frequently visit the rental unit while visiting his sister, and observed no signs that the Landlord ever moved into the rental unit such as a vehicle, tire tracks, shovelled snow, items in the window or other signs of occupancy of the rental unit. The Tenant also testified that he would frequently knock on doors and nobody ever answered the door to the rental unit.
9. The Tenant also testified that he had a conversation with a neighbour who lived near the rental unit and his neighbour had indicated that somebody who is not the Landlord or the Landlord's family had moved into the rental unit. However, as this was hearsay evidence, it was given little to no weight.
10. The Landlord, Fahd Ahmed ('FA'), testified that he moved into the rental unit on June 2, 2024 along with his wife and children. FA testified that he was experiencing marital issue in August 2024, and separated from his wife on September 25, 2024. After the separation FA moved out of the rental unit. A letter from FA's wife's legal counsel regarding negotiations for a separation agreement dated November 27, 2024, was entered as evidence by the Landlord. A divorce application was also entered into evidence by the Landlord.
11. FA submitted into evidence an e-transfer in the amount of \$400.00 to an individual named Ahmed Salem ('AS'), who he asserts is the mover who assisted the Landlord in moving into the rental unit. AS submitted a declaration that he assisted the Landlord in moving into the rental unit. However, as this was hearsay evidence, it was given little to no weight.
12. The Landlord's children, Mohamad Ahmed and Malak Ahmed testified that they moved into the rental unit along with FA on or about June 5, 2024. The Landlord and his children testified that FA's wife and children remain in the rental unit following the separation.

13. I found the testimony of the Landlord and the Landlord's witnesses to be credible and supported by the Landlord's supporting documentary evidence. I prefer the Landlord's direct evidence over the Tenant's mostly hearsay evidence. I accept that he moved in shortly after the Tenant vacated, but later vacated as a result of marital difficulties. I am further satisfied that the Landlord's marital challenges were not reasonably foreseeable when the Tenant vacated such that the Landlord did not have a good faith intention to live in the unit for at least one year.
14. In my view, it is open to the LTB to find bad faith where the intended occupant moves in within a reasonable period of time after the tenant vacated, but moves out shortly thereafter and re-rents the unit with no reasonable explanation. However, this is not such a case given my finding about the Landlord's genuine intention to occupy the unit and the fact that they did occupy it until their marriage broke down.
15. As a result, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

May 28, 2026
Date Issued

Christopher Lin
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.