



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-084180-25

In the matter of: UNIT 119, 1050 BRISTOL RD W
MISSISSAUGA ON L5V 2E8

Between: Abdullah Chougla Tenant

and

Junita Sjamsil Tripp Landlord

Abdullah Chougla (the 'Tenant') applied for an order determining that Junita Sjamsil Tripp (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 1, 2026.

The Tenant and his representative Shaun Harney, and the Landlord and her representative, Jaclyn P. Solomon, 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.

Tenant's T5 Application

2. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenants to prove each of the following on a balance of probabilities:
 - The Tenants received an N12 notice of termination under s. 48;
 - The Tenants moved out of the rental unit as a result of the notice;
 - The notice was given in bad faith; and
 - The person who was supposed to move into the rental unit failed to occupy the unit within a reasonable period of time after the Tenants moved out.
3. There is no dispute between the parties with respect to the first two elements of the legal test. The Landlord served an N12 notice on April 9, 2024, with a termination date of June 14, 2025 for the Landlord's personal use, in accordance with section 48 of the Act. The Tenant moved out of the rental unit on October 14, 2024, as a result of the N12 notice and consent order (LTB-L-033808-24).

4. In the present case, the Tenant did not prove the remaining requirements in subsection 57(1)(a) of the Act, whether the Landlord, or another person permitted under subsection 48(1) of the Act, occupied the rental unit within a reasonable time after the Tenant vacated; and whether the N12 notice was served in bad faith.

The Sequence of Events

5. The Tenant testified that he began his tenancy on February 1, 2021. He further testified that he had no plans to move from the rental unit prior to receiving the N12 notice. The Tenant stated that the rental unit was well suited for his family and that he had established social, religious, and community connections in the neighbourhood.
6. The Tenant referred to his Agreement of Purchase of Sale dated September 8, 2024, in which the Tenant agreed to purchase a condo rather than renting a property because available rental units were expensive and unsuitable for his family's needs. The property was purchased by the Tenant on October 14, 2024, which is also when the tenancy ended.
7. The Tenant testified that after vacating the rental unit, he was contacted by his former neighbour (Bilal Khan), who informed him that the Landlord was not residing in the rental unit. Based on this information and his own observations, the Tenant believed that the Landlord had not moved into the rental unit.
8. Bilal Khan testified that he lived "a few doors away from the rental unit." He testified that he regularly attended in the area because he made deliveries nearby. He observed the rental property almost daily. Mr. Khan testified that he observed a younger couple with children residing at the property. Mr. Khan described the Landlord or the person he expected to see as an older woman and at one point referred to not seeing an "older Asian woman" at the property. He indicated that the individuals he observed appeared to be in their late 20s or 30s. During cross examination Mr. Khan acknowledged that he never met the Landlord, and it became apparent that he did not know what the Landlord actually looked like.
9. The Landlord testified that she experienced a breakdown of her marriage in late December 2023 and decided to separate from her husband. During her marriage she was living in the United States. The Landlord indicated that the rental unit was the only residence she owned in Canada, and she intended to permanently return to live in Canada after her separation. The Landlord referred to emails sent to the Tenant in January 2024 informing the Tenant that her circumstances had changed and that she would require possession of the rental unit.
10. On October 19, 2024, the Landlord testified that she returned to Canada and moved into the rental unit on the same day and that the property became her principal residence. The Landlord also stated that she travelled to the United States during part of the winter of 2025 for approximately two months, but the rental unit remained her principal residence.
11. The Landlord further testified that her nephew, Christopher Matthias Sanchez, moved into the rental unit on October 19, 2024. Mr. Sanchez testified that he was experiencing financial difficulties and moved into the rental unit to provide emotional support to the Landlord following her separation. Mr. Sanchez stated that there was no tenancy agreement, he paid no rent, and the Landlord remained responsible for all household

expenses. The Landlord also confirmed that she paid the property tax, utilities, and household expenses associated with the property. The Landlord's documentary evidence included travel records, utility invoices, property tax records, delivery records, and shipping and storage records.

12. The Landlord also called Olivia Boateng as a witness. Ms. Boateng testified that she is the Landlord's neighbour. She confirmed that the Landlord resided at the rental property, she also confirmed that the Landlord's nephew, Christopher Matthias Sanchez, his spouse Christina and their children also reside at the rental property.
13. The Landlord also called Hiram Gonzalez Moreira as a witness. Mr. Moreira testified that he attended the rental unit on a few occasions after the Tenant vacated and observed the Landlord residing there. Mr. Moreira further testified that in October 2024 he observed the Landlord unboxing and attempting to assemble a bed frame in the rental unit.

Analysis and Findings

14. In this case, the evidentiary burden rests with the Tenant. I find that the Tenant's evidence is insufficient to establish, on a balance of probabilities, that the Landlord failed to occupy the rental unit within reasonable time after he vacated. The Tenant's evidence consisted primarily of information provided by his former neighbour (Mr. Khan). The Tenant also testified that on one occasion he visited the property, rang the doorbell and an occupant answer the door that was not the Landlord.
15. While Mr. Khan testified that he often observed the rental property and did not see an older woman residing there, his conclusion that the Landlord was not living in the unit was largely on assumption rather direct knowledge. I say this because Mr. Khan acknowledged that he did not know what the Landlord looked like. I therefore assign limited weight to his evidence. Further, the Tenant relied on the fact that other individuals, including Christopher Matthias Sanchez, his partner, and their children were residing at the property. However, the presence of additional occupants does not establish that the Landlord failed to occupy the rental unit. The evidence before me is that the Landlord also resided there and remained responsible for the household expenses.
16. I accept the Landlord's evidence that she experienced a marital breakdown in late 2023 and that she decided to return to Canada because the rental unit was the only property she owned or was available to her in Canada. I also accept that the Landlord moved into the rental unit on October 17, 2024, which is three days after the Tenant vacated. I find the Landlord's testimony to be direct and supported by documentary evidence, including travel documentation and records relating to the moving of personal belongings into the rental unit shortly after the Tenants vacated. The Landlord also called witnesses who testified that they attended the rental unit and observed the Landlord residing there during the relevant period. While these witnesses were acquainted with the Landlord, this fact does not on its own render their evidence to be unreliable.
17. I have also considered the Landlord's evidence that she travelled to the United States for approximately two months during the winter of 2025. In my view, this temporary absence does not establish that the rental unit ceased to be the Landlord's primary residence. The evidence before me does not support a finding that the Landlord abandoned the rental unit

or established a primary residence elsewhere. In addition, the Landlord continued to reside in the rental unit at the time of the hearing.

18. For these reasons, I am not satisfied that the Landlord served the N12 notice in bad faith. Rather, the evidence establishes that, at the time the N12 notice was served, the Landlord genuinely intended to occupy the rental unit for her own residential use and subsequently carried out that intention. Therefore, based on the evidence before me, I find that the Tenants did not establish on a balance of probabilities that the Landlord failed to occupy the rental unit within reasonable time after the Tenant vacated or that the N12 notice was served in bad faith.

It is ordered that:

1. The Tenant's application is dismissed.

June 5, 2026
Date Issued

Adeela Alvez
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.