



Order under Section 57 Residential Tenancies Act, 2006

Citation: MAYAN v KHANNA, 2026 ONLTB 4197

Date: 2026-06-19

File Number: LTB-T-091900-25

In the matter of: 15 ROXALINE ST
ETOBICOKE ON M9P2Y6

Between: AYESHA MAYAN Tenant
MARK FORGET

And

AMIT KHANNA Landlord
GUAREV KHANNA

The capitalized word “Landlord” and/or “Tenant” refer to all parties identified as each at the top of the order.

AYESHA MAYAN (AM) and MARK FORGET (MF) (the 'Tenant') applied for an order determining that AMIT KHANNA (AK) and GUAREV KHANNA (GK), (the 'Landlord'), gave a notice of termination in bad faith.

This application was heard by videoconference on April 20, 2026.

The Landlord, the Landlord's Legal Representative Rizna Rishafy, the Tenant, and the Tenant's Legal Representative Anome Mehrabian, attended the hearing.

Leena Khanna (LK) attended as a witness for the Landlord.

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.

Preliminary Issue

2. The Landlord's Legal Representative submitted that the Tenant's evidence should be excluded as it was served/uploaded at 3:33 p.m. on April 5, 2026, not the required minimum 7 days prior to the hearing. The Tenant's Legal Representative submitted that the evidence should not be excluded as it is the same evidence filed with Schedule A

attached to the T5 application, the only amendments are with respect to the calculation of expenses; the previously served evidence was included so it would all be in one file/document. The Landlord's Legal Representative responded it was fair to accept the Schedule A evidence but not the other.

3. The evidence was allowed; the Landlord's Legal Representative agreed it was fair to accept the Schedule A evidence and the amendment evidence was only the addition of 2 missed receipts for moving/storage.

Merits

4. The tenancy was terminated October 31, 2026, pursuant to order LTB-L-053091-23 issued by the Board on September 18, 2024; the application was heard June 24, 2024. The member determined the Landlord satisfied the 'good faith requirements pursuant to section 48(1) of the *Residential Tenancies Act, 2006* (the 'Act').
5. The Tenant testified after receiving the order they panicked because she was on bed rest due to surgery on September 24, 2024; they asked the Landlord to extend the date but the Landlord refused. During their search for new housing, some landlords refused to look at them because they had been evicted, even though the eviction was not their fault. As there was no affordable housing in the area, they moved in with her mother on November 10, 2024, and stayed there approximately 1-year; this was the best option as she was unable to search for housing because of being unable to drive due to the operation. Her mother lived in a small house, therefore they had to share one room, which required 75% of their belongings to be thrown out and the balance being put into 2 storage units; 1 unit was not large enough. Their son was still in the same school, therefore, they were driving by the rental unit at least twice daily for 8-months; during this time they did not see anyone in the unit, or any signs that the unit was lived in such as tire tracks on the snowy driveway, foot prints, snow being shovelled, or salt being lain; the bag of salt they had left was in the same place on the porch all winter. In July 2025, a package of theirs was mistakenly delivered to the rental unit. The delivery company advised it was on the porch, therefore, about 2-days later they went to retrieve it. While there, they saw the salt bag still in the same place and it appeared the mail had not been collected in a while because the mailbox was overflowing with flyers. There were still no drapes in the living room window and upon peeking inside they noticed there was also no furniture in the living room.
6. The Tenant also testified it was very challenging having to live with her mother. Her mother was 81 years old and suffered from anxiety, therefore living with a 7-year-old was extremely stressful on her, which carried over to all of them; both hers and their son's relationship with her mother was irreparably changed. Also, the drive to/from their son's school took about 2 ½ hours per day. Further, her husband had to work longer hours because he is a contractor; all his tools were in one of the storage units and most of his clients were in Toronto. Essential she was a single mother the entire time they lived there. She ended up in therapy because of all the emotional issues associated to having to move and live in cramped accommodations. Her healing process was also negatively affected because of the stress. They found a new place in Whitby and moved on November 7, 2025. Upon moving, they had to switch their son's school, which was very upsetting to him. The Tenant further testified they had lived in the rental unit since the Landlord purchased it in 2010. It had a huge backyard with a beautiful garden; they loved living there.

7. On cross-examination the Tenant testified she did not think the hearing was an emergency situation; the surgery had not been scheduled, and they thought the process was just them having to wait for the Board's decision as to whether they would be evicted; The surgery was scheduled approximately one month after the hearing. The Tenant also testified they had not advised the Landlord about their package or that they intended on going to the rental unit to pick it up.
8. The Tenant MF testified to being greatly affected by the move because his tools used to be in the garage, now they were stored in an outside facility that involved more driving time before and after jobs; therefore, he lost out on a substantial amount of family-time and the storage costs just added to the stress. MF could not take on new jobs because of the extended travel-time resulted in jobs taking longer. Being crammed into her mother's house affected everyone. The pressure just kept building, resulting in constant fighting between his wife and her mother; their son witnessed this, which also affected him. Also, it is not fair that because they stuck up for their rights, they now have an eviction on their record. He never believed that the Landlord intended to move in at all; first the Landlord wanted more money for rent then when told they were not lawfully entitled to an increase, they said they wanted to move in. Such a move also made no sense as their child was in school and the home they were living in was bigger. In cross examination the Tenant submitted the documentary evidence of his claims was presented at the eviction hearing, and he had no proof of bringing in less money/jobs because he works for himself.
9. The Landlord AK testified that when the N12 notice was served he intended on moving into the rental unit with his wife and their 2 children. During this period his father was put on a trial drug which affected him psychologically and emotionally; he suffers from a kidney-related autoimmune disease. With all this going on, the Landlord was unable to start the outside work on the property until November 2024, it was during this time that he sought out a contractor for a quote on the inside work as the Tenant had been in the rental unit for 8 years. As set forth in the affidavit dated April 6, 2026, Claudio Tomaz, of Tomaz Enterprises, found the unit in significant disrepair and not suitable for occupancy. According to the contractor, including replacing jammed and broken windows the work would take approximately 3 to 4 weeks. Unfortunately, he did not have sufficient financial resources to have the work done; his brother GK was supposed to handle all the medical appointments but ended up being called back to work, therefore, his wife had to take over, which resulted in reduced workhours and less money coming in.
10. The Landlord also testified, they had no idea his father's condition would worsen to such an extent when the N12 was served; his father ended up becoming more dependant on others and consequently became very angry, plus he had a lot of medications to take. His wife LK was qualified to administer the necessary medications he had to take at home because she was a nurse, therefore this made more sense than hiring someone else. Due to the anger issues that developed, his mother and the entire household was severely affected by the continual outbursts and stress. They did their best and made all reasonable efforts to move fully into the rental unit in timely fashion; he changed his driver's licence in anticipation of the move and had mail redirected. He has never made any attempts to re-rent the property; he just did his best, going back and forth from one house to the other, to get the unit ready for them. In November 2024, he did a lot of work in the backyard and started the inside work during December; however, he had to stop the interior work in January 2025, because of his father's health. He did snow removal at the house in the

evenings, as to the mailbox, it was small and would get jammed up quickly. The receipts for the utility bills show everything was changed to his name, and he paid them all along. The Landlord reiterated, they had no idea his father's health would be in such a state or that all of these events would happen, including the affiliated financial hardship/stress.

11. On cross examination the Landlord testified he moved into the basement with his wife and children and his parents and brother lived upstairs, however, this was not the intention when the N12 was served; his family were supposed to move into the rental unit and his brother, father and mother were to stay in the house they were already living. As to his father's care, it was best his wife stay at the house to care properly for his father's needs; she had to stop work entirely by May 2025 because his father's health was declining. His wife's driver's licence was not changed to the rental unit because of the children; their daughter was in grade 7 and the idea of changing schools for grade 8 was very upsetting, plus they did not want the children to change schools mid-year. Therefore, his wife's driver's licence had to stay as-is so the kids could remain registered at their school. The Landlord thought it would be fine to leave the rental unit vacant for a time to address everything else going on in their life; he was not thinking about any potential legal consequences of doing so. In respect of the work he has done at the rental unit, he confirmed not having any of the receipts in evidence.
12. LK testified she noticed her father-in-law's health getting progressively worse in January 2025; his physical and mental symptoms worsened due to the new drug he was put on. The new medication also affected his blood sugars which required testing 3-times a day and increased his blood pressure and caused breathing issues. Therefore, they decided due to his medical needs and language barrier that she take care of him. Apart from the at-home care required, her father-in-law had to be taken weekly to his family doctor to manage/monitor his blood platelets and sugars. Therefore, they had a lot going on come January 2025, and could not move into the rental unit as they had intended/wanted. All the care her father-in-law ended up needing could not have been done properly if she had to constantly drive back-and-forth from the rental unit to the house. Despite the stress involved, they had to focus on his health; the whole family came together to do this. In cross examination LK testified her-father-in-law was not capable of taking his own medications or able to monitor his own symptoms; he needed the special care. Once her father-in-law's condition becomes stable, they will be moving into the rental unit.

Analysis

13. 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.
14. The Tenant proved the first three elements of the above test under subsection 57(1)(a); the N12 was given pursuant to section 48 of the Act, the Tenant vacated because of a

subsequent eviction order based on the N12 notice, and the Landlord did not move into the rental unit.

15. However, the Tenant did not prove the Landlord served the N12 in bad faith as is required by the fourth element of the test set out in subsection 57(1)(a).
16. There is no dispute the Landlord and his family did not move into the rental unit, despite the Tenant's Legal Representative's assertion that the father's health issue conveniently arose when the family was to move in, I find the Landlord and LK's testimony to be reasonable considering the unexpected family circumstances they were faced with. When faced with an unexpected health crisis, I find focussing on that individual's necessary care to be a normal and logical response. That the Landlord did not re-rent the unit, and it remains vacant, supports their intention to move in when the N12 was served. The pictures taken by the Tenant of the rental unit living room show construction material as well as what appears to be a new mattress leaning up against the wall; this further supports the Landlord's good-faith intention. I also find it reasonable that the Landlord wanted to do repairs to make the rental unit suitable for them to move in and accept that these plans were thwarted because of his father's deteriorating health. Although I am sympathetic to how the Tenant's entire family was affected by the move, there was insufficient evidence presented to establish a bad-faith intention on the Landlord's part. As to the Tenant's testimony on their belief as to why the N12 was served, this was dealt with in the hearing order which found the Landlord did not give the notice in bad faith. For all these reasons, the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 19, 2026
Date Issued

Diane Wade
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.