



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

Citation: Hag Mustafa v Khan, 2026 ONLTB 47918

Date: 2026-06-19

File Number: LTB-T-032109-24-RV

In the matter of: 925 ROBERT FERRIE DR
KITCHENER ON N2R0P9

Between: Abdalkader Hag Mustafa Tenants
Heva Akko

And

Muhammad Faisal Khan Landlord

Review Order

Abdalkader Hag Mustafa and Heva Akko (the 'Tenants') applied for an order determining that Muhammad Faisal Khan (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-032109-24 issued on January 10, 2025.

On January 15, 2025, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved. The Landlord alleged that they were not reasonably able to participate in the proceeding.

On January 17, 2026, interim order LTB-T-032109-24-RV-IN was issued, staying the order issued on January 10, 2025.

Following a hearing on March 10, 2025, order LTB-T-032109-24-RV-IN2 was issued on April 11, 2026, granting the Landlord's request. The application was adjourned for a new hearing to be held at a future date.

This application was heard by videoconference on April 14, 2026, and June 16, 2026. The Tenants, the Landlord's Legal Representative, H. Shafi, and the Landlord attended the hearing. The Landlord's wife, and witness, N. Khalid (NK), also attended the hearing.

At the hearing on June 16, 2026, I granted the Tenants' unopposed request to amend the application to reflect the accurate difference in rent between the rental unit and their new unit, \$135.00 and not \$100.00.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants, \$17,696.48 for giving a notice of termination in bad faith.
2. The tenancy for the three-bedroom rental unit commenced on May 12, 2022, and ended on February 17, 2024. The lawful monthly rent was \$2,650.00.

Tenants' Evidence

3. The Tenants testified that they vacated the rental unit following the Landlord's service of a Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit (N12) with a termination date of February 28, 2024.
4. On December 3, 2023, the Landlord attended the rental unit with his wife and real estate agent. They informed the Tenants that they intend to sell the unit and asked if the Tenants would buy it. The Tenants requested to deal with the new Landlord as they had just recently had a baby, their other children attended school in the area, and they were not in a position to purchase the rental unit or relocate.
5. On January 1, 2024, the Landlord sent an email stating '*... due to some personal reason I would like to proceed with termination of our rental agreement on the property located at 925 Robert Ferrie Drive, Kitchener, Ontario, N2R, 0P9 with expiration on February 28, 2024*'.
6. The Landlord verbally informed the Tenants that he intended to occupy the unit because his residence would undergo repairs which would impact his son's pneumonia. At the Tenants' request for a formal notice, the Landlord served the N12 notice of termination indicating that he intends to occupy the unit.
7. Following their move from the unit, the Tenants discovered on April 9, 2024, that the rental unit was listed for sale online on March 20, 2024. The Tenants believe that it was the Landlord's intention from the onset to sell the unit. They visited his home on May 1, 2024, and no renovations were ongoing. The Landlord subsequently sold the rental unit on June 8, 2024, and later sold his own residence in October 2024.
8. The Tenants' new tenancy agreement shows that the tenancy for their current three-bedroom unit commenced on March 1, 2024, and the lawful monthly rent is \$2,785.00.
9. The Tenants stated that due to the actions of the Landlord, they had to change their children's school in the middle of the school year, which made it difficult for the children to adapt. They lost the support of friends in the neighbourhood who helped with the children; and in addition, suffered a loss of income as the male Tenant sustained a back injury during the move and was required to take time off work.
10. The Tenants requested an order for the Landlord to pay the difference in rent for a period of one year, \$1,620.00 (\$135.00 x 12 months); uhaul truck rental cost of \$128.48; and general compensation of \$30,000.00.

Landlord's Evidence

11. The Landlord testified that he served the N12 notice because he planned to renovate his home which included painting, carpeting of the basement, and staining of stairs, but due to his son's asthma and allergic reaction to paint, they decided to move into the rental unit.
12. However, after the Tenants moved out of the unit, there was a change in the Landlord's circumstances when on February 18, 2024, his wife, NK travelled to Pakistan and was involved in a car accident on February 23, 2024. The Landlord and other family members and friends had to convince NK to return to Canada because she was traumatized by the accident. NK was unwilling to both move back to Canada and into the rental unit.
13. The Landlord sold the rental unit in June 2024. The Landlord subsequently sold their residence in October 2024 and moved into a new home because NK's condition became stable over the summer.
14. NK testified that she returned to Canada on March 20, 2024, following the accident which left her with bruises, anxiety, and panic attacks. The driver, her brother was hospitalized in critical condition but has since recovered. NK told the Landlord that she would return to Canada only on the condition that they would not move into the rental unit because of her bruised hands, and she was not mentally prepared for a move. The Landlord provided a letter from a doctor dated February 28, 2024, which stated that NK was diagnosed with major depressive disorder compounded by recurrent panic attacks. The letter is devoid of any reference to an accident.
15. NK further stated that on her return to Canada, she did not seek any medical attention. NK continued taking the medication prescribed by her doctor in Pakistan for a period of two months and stayed in contact with them.
16. The Landlord provided a video of the alleged accident which showed that the occupants of the vehicle exited without assistance and appeared unharmed as they stood beside the vehicle. While NK stated that she obtained the video to facilitate a report that she made to the authorities, a copy of that report was not provided as evidence.
17. On cross examination, NK acknowledged that she is a social media influencer and on March 15, March 16, March 19, March 21, and March 25, 2024, she posted videos of her reviews of restaurants in Canada which she had made weeks prior to the date they were posted.

Analysis

18. 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:
 1. The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act.
 2. The Tenant vacated the rental unit as a result of the N12 notice of termination.
 3. No person referred to in subsection 48 (1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
 4. The Landlord served the N12 notice of termination in bad faith.

19. Based on all the evidence, I am satisfied that the Tenants proved all the requirements in subsection 57(1)(a) of the Act. The Tenants received an N12 notice of termination and vacated the unit as a result of the notice. However, the Landlord did not occupy the unit after the Tenants vacated. Rather, the Landlord listed it for sale on March 20, 2024, approximately one month later. This engages section 57(5) of the Act which provides that there is a presumption of bad faith if the Landlord advertises the rental unit, or places the building that contains the rental unit, for sale within a year after the Tenant vacates the unit.

20. In *Elkins v. Van Wissen*, 2023 ONCA 789, a case where in consideration of section 57 (1) (b) of the Act, similar to section 57(1)(a) except the notice was given on behalf of a purchaser, the court of appeal held in paragraph 42:

'The purposes of the RTA are set out in s. 1. The first purpose listed is "to provide protection for residential tenants from...unlawful evictions". To ignore events after a landlord gives a tenant a s. 49 termination notice limits the Board from fulfilling its responsibility to determine bad faith under s. 57(1)(b) and undermines the RTA's stated purpose of providing tenants with protection from unlawful evictions.'

21. Given the legal presumption of bad faith, in addition to the Act's stated purpose of protecting Tenants from unlawful evictions, the Landlord bears the burden of demonstrating that the notice of termination was served in good faith. Prior to the service of the N12 notice, the Landlord on December 3, 2023, informed the Tenants of his intention to sell the unit and asked if they were interested in purchasing it. After the Tenants declined, the Landlord subsequently advised that he intended to occupy the unit himself due to planned renovations at his residence which would allegedly impact his child's health.

22. The Landlord's subsequent claim that a material change in circumstances prevented him from occupying the rental unit, specifically the trauma his wife suffered as a result of the vehicular accident in Pakistan on February 23, 2024, is not supported by any other meaningful evidence. There is no documentary evidence to demonstrate that his wife and her brother were the people who exited the vehicle following the accident as it was nighttime and only the silhouette of the individuals were visible from the video. The accident report which the Landlord's wife allegedly filed, was not presented as evidence, neither were pictures showing the alleged bruises on her hands. The prescription she purportedly received from the doctor was undated, casting doubt on her claim that she took any medication for a period of two months because of the accident. Although she claimed that her brother was in critical condition following the accident, the video shows both individuals getting out of the vehicle without assistance, and appearing physically unharmed, as they stood near the vehicle.

23. Furthermore, despite the Landlord's claim that NK was so distraught from the accident that it prevented them from moving into the rental unit, the evidence demonstrates that NK was able to carry on with her usual activities. NK continued to post videos of herself online on March 15, March 16, and March 19, 2024, prior to her return to Canada on March 20, 2024. Hence, I am not persuaded that the accident constituted a material change in circumstances that prevented the Landlord from occupying the unit.

24. In addition, no documentation was provided to establish that the Landlord's son suffers from asthma or has an allergy to paint, or that the Landlord renovated his residence between February 2024 and June 2024.
25. Given the foregoing, I am satisfied that at the time the Landlord served the N12 notice of termination in January 2024, he did not genuinely intend to occupy the unit. I find on a balance of probabilities that the Landlord served the notice to secure vacant possession of the rental unit in order to facilitate its sale. Accordingly, I find that the Landlord served the notice of termination in bad faith.

Remedies

26. Having succeeded in proving that the notice was given in bad faith, the Tenants, pursuant to section 57(3) (4) of the Act are entitled to the difference (\$135.00) between the rent for the rental unit (\$2,650.00) and the rent for their new unit (\$2,785.00) for a period of twelve months in the total amount of \$1,620.00. The evidence demonstrates that the rental unit and the new unit are comparable three-bedroom units. The Landlord will be ordered to pay \$1,620.00 to the Tenants, for the period from March 1, 2024, to February 28, 2025.
27. Section 57 (3) (1.2) of the Act provides that the LTB can make an order that the landlord pay a specified sum to the former tenant for reasonable out-of-pocket moving, storage, and other like expenses that the former tenant has incurred or will incur. The Tenants incurred moving costs of \$128.48 and are entitled to a reimbursement of the costs.
28. The Tenants requested general compensation of \$30,000.00. Section 57 (3) (1.1) of the Act provides that the LTB may make an order that the landlord pay a specified sum to the former tenant as general compensation in an amount not exceeding the equivalent of 12 months of the last rent charged to the former tenant. An order under this paragraph may be made regardless of whether the former tenant has incurred any actual expenses.
29. Given the additional rent the Tenants will continue to incur monthly because of the Landlord's bad faith eviction, and the impact of their move on their children and lifestyle, I find it fair to award general compensation of \$15,900.00 to the Tenants, an amount equal to six months rent (\$2,650.00 x 6).
30. The Landlord will be ordered to pay a total of \$17,696.48 to the Tenants, inclusive of the \$48.00 cost of filing the application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$17,696.48. This amount represents:
 - \$1,620.00 for increased rent the Tenants incurred for the one-year period from March 1, 2024, to February 29, 2025,
 - \$128.48 in reasonable out-of-pocket moving costs,
 - \$15,900.00 in general compensation, and
 - \$48.00 for the cost of filing the application.

2. The Landlord shall pay the Tenants the full amount owing by June 30, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 30, 2026, the Landlord will owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 19, 2026
Date Issued

Jitewa Edu
Member, Landlord and Tenant Board

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