



**Order under Section 57
Residential Tenancies Act, 2006**

File Number: LTB-T-078277-25

In the matter of: 299 FLEMING DR
LONDON ON N5V4Y7

Between: TARA OWEN Tenant

And

Amad Al-Assad Purchaser

TARA OWEN (the 'Tenant') applied for an order determining that Ahmed Al-Asaad (the 'Purchaser') gave a notice of termination in bad faith.

This application was heard by videoconference on April 23, 2026.

Only the Purchaser Amad Al-Assad, the Landlord/Purchaser's Legal Representatives Loryn Lux and Susana Pereira, the Tenant's Legal Representative Ted Smith, and the Tenant Tara Owen attended the hearing.

Determinations:

1. At the hearing, the Tenant requested, and I accepted, to remove the named Landlords 2789826 ONTARIO and Lawangeen Khan from the application and to proceed against only the Purchaser. The application is also amended to correct the spelling of the Purchaser's name to Amad Al-Assad.
2. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
3. The Tenant alleges that the Purchaser did not move into the rental unit within a reasonable time after the Tenant vacated and that the N12 notice was therefore given in bad faith. The Tenant sought remedies including a rent abatement, rent differential, moving and related expenses, general compensation, and a fine payable to the Board.

4. Subsection 57(1)(b) of the Residential Tenancies Act, 2006 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 49 of the Act;
 - the Tenant vacated the rental unit as a result of the N12 notice of termination;
 - no person referred to in subsection 49(1) or 49(2) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
 - the N12 notice of termination was served in bad faith.
5. In *Elkins v. Van Wissen*, 2023 ONCA 789, the Court of Appeal for Ontario held that when deciding a T5 application relating to an N12 served for purchaser's own use under section 49 of the Act, the LTB must consider both the landlord's and the purchaser's good faith. After making both those determinations, the LTB must then consider what orders to make in respect of the landlord and the purchaser.
6. The parties agreed that the Tenant vacated the rental unit on or about December 10 or 11, 2024, and that the Purchaser and his family moved into the rental unit on or about October 2025. The central issue is whether the Purchaser failed to occupy the rental unit within a reasonable time after the Tenant vacated and, if so, whether this supports a finding that the N12 notice was given in bad faith.
7. I find that the Tenant has not proven that the Purchaser failed to occupy the rental unit within a reasonable time. The Purchaser testified that, before closing, he viewed the rental unit once and believed it was liveable and required only cleaning and painting. However, when the Tenant vacated, the unit was in a significantly worse condition than expected. The Purchaser's evidence was that the unit contained garbage and personal items, damaged drywall, damaged doors and windows, missing or damaged fixtures, damaged appliances, missing cabinet components, damaged flooring, urine odour and staining, cat-related damage, and exterior waste and damage.
8. The Purchaser's video and photographic evidence supported his testimony. The evidence showed extensive waste inside and outside the rental unit, damage to walls and ceilings, missing closet doors, missing electrical covers, damaged or missing trim and doors, dark paint and graffiti, dirty conditions, food waste, cat litter and excrement, damaged cabinets, and exterior debris and fence damage. The Tenant did not testify to dispute the Purchaser's evidence about the condition of the unit when the Tenant vacated.
9. I also accept the Purchaser's evidence that the rental unit required significant work before it could reasonably be occupied by the Purchaser and his family. The Purchaser's evidence included receipts for materials, waste removal, repairs, and some contractor work, with receipt dates running from February 2025 to August 26, 2025. The Purchaser testified that he completed some of the work himself because of limited finances. The evidence also showed that after the work was complete, the unit had been substantially renovated, including repairs to the kitchen, floors, drywall, electrical fixtures, doors, bathrooms, yard, deck, and fence.

10. The former landlord, Lawangeen Khan, testified that when the property was listed for sale, the rental unit was in decent and liveable condition, although it required some paint and had some missing cabinet doors. He testified that the condition shown in the Purchaser's videos after the Tenant vacated was a significant change from the prior condition of the property. I find this evidence supports the Purchaser's evidence that the condition of the unit after the Tenant vacated required substantial repair before occupancy.
11. I have also considered the Purchaser's financial and personal circumstances. The Purchaser testified that during this period he had limited financial resources, was paying rent at his former residence while also carrying costs for the rental unit, was studying, working, caring for his children, and caring for his wife. The documentary evidence included bank statements and OSAP-related documents, which supported that the Purchaser had limited financial resources during the relevant period. The parties also agreed that the Purchaser was incurring expenses for both his apartment and the rental unit before he moved in.
12. The Purchaser also gave evidence that his wife had significant pregnancy-related medical issues. The medical evidence included documentation showing a history of pregnancy complications and hospital admission in August 2025. The Purchaser testified that his wife gave birth by C-section in September 2025 and required time to recover before the family could complete the move. I accept that these medical circumstances contributed to the timing of the Purchaser's move.
13. The Tenant argued that the delay before the Purchaser moved in was unreasonable, particularly because the Purchaser had previously testified at the N12 hearing that he needed to move into the unit because of financial pressure. However, the evidence before the Board establishes that the Purchaser's delay was caused by the unexpected poor condition of the rental unit, the extent of the repairs required, the Purchaser's limited financial resources, and his wife's medical circumstances. I find these explanations credible and reasonable.
14. I also find that the Purchaser's eventual occupation of the rental unit supports his good faith intention. There was no evidence that the rental unit was listed for rent or sale after the Tenant vacated. The evidence establishes that the unit remained vacant while the Purchaser completed repairs and that the Purchaser and his family moved in once the work was completed and his family circumstances allowed. This is consistent with a genuine intention to occupy the rental unit.

15. On a balance of probabilities, I find that the Purchaser occupied the rental unit within a reasonable time in the circumstances. I also find that the Tenant has not proven that the N12 notice was served in bad faith by either the former landlord or the Purchaser. Therefore, the application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 25, 2026
Date Issued

Kyle Anderson
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.