



Order under Section 57 Residential Tenancies Act, 2006

Citation: Zafar v Ahmed, 2026 ONLTB 49155

Date: 2026-06-29

File Number: LTB-T-022862-26

In the matter of: 2082 CALTRA CRES
NEPEAN ON K2J6V5

Between: Noor Zafar Tenant

And

Nazir Ahmed Landlord

Noor Zafar (the 'Tenant') applied for an order determining that Nazir Ahmed (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on June 18, 2026.

The Landlord, the Landlord's Legal Representative, Marie Beaupre, and the Tenant attended the hearing.

Post Hearing Submission:

After the hearing, the Tenant attempted to submit additional evidence. I did not request post hearing submissions or additional evidence from either party. The Tenant was required to serve and file all evidence before the hearing. During the hearing, the Tenant was also given an opportunity to upload or produce supporting documents. I decline to accept the additional evidence submitted after the hearing because it was not requested, it was filed after the evidentiary portion of the hearing had concluded and accepting it would prejudice 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.
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:
 - (a) *the landlord gave a notice of termination under section 48 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and no person*

referred to in clause 48 (1) (a), (b), (c) or (d) occupied the rental unit within a reasonable time after the former tenant vacated the rental unit.

3. The Tenant moved into the rental unit in June 2024 and moved out on March 8, 2026.
4. There is no dispute that no person occupied the rental unit after the Tenant vacated and that the rental unit was listed for sale on March 29, 2026.
5. The remaining issues to be determined are whether the Landlord gave the Tenant a notice under section 48 of the Act and whether the Tenant vacated the rental unit as a result of that notice.

Was there notice under s.48?

6. The Tenant testified that he received a text message from the Landlord on February 5, 2026, stating that the Landlord intended to recover possession of the rental unit by May 1, 2026, because the Landlord needed the rental unit for his parents' residential occupation. The Tenant testified that he objected and promptly contacted the Landlord after receiving the text message. The Tenant stated that, during a telephone conversation, the Landlord explained that he required the rental unit for his mother because of her age and financial difficulties. A copy of the text message was submitted at the hearing.
7. The Landlord did not dispute that he sent the Tenant a text message on February 5, 2026, asking the Tenant to vacate the rental unit by May 1, 2026, because the Landlord's mother or parents required the rental unit.
8. At the hearing, the Landlord's legal representative argued that the Landlord never served the N12 notice of termination pursuant to s.48 of the Act to the Tenants. Therefore, the first requirement in s.57(1) of the Act has not been met, and the Tenants' application should be dismissed. The Landlord's legal representative also submitted an LTB decision for my consideration during the hearing. While Board decisions are not binding upon me, I am not obligated to agree with the approach stated in the decision.
9. The text message, and the Landlord's phone conversation with the Tenant collectively constitute a notice under s.48(1) the Act. A Landlord is entitled to terminate a tenancy because they wish to recover possession of the unit for their own use. There is no dispute that the Landlord notified the Tenant that he needed the house back for his mother by May 1, 2026.
10. Section 202 of the Act requires the Board to ascertain the real substance of all transactions and activities relating to a residential complex or rental unit and the good faith of the participants. In doing so, the Board may disregard the outward form of a transaction and consider the real substance of what occurred.
11. In this case, the Landlord clearly told the Tenant that he had to vacate the rental unit by May 1, 2026, because the Landlord's family member required the unit for residential occupation. Although the Landlords never actually served a valid N12 on the Tenant, I am satisfied that for the purposes of s. 57(1)(a) the correspondence between the parties is "a notice of termination under section 48". To find otherwise would make a mockery of the protections s. 57 is supposed to confer on tenants. In my view, it would be inconsistent

with section 202 of the Act to allow the Landlord to escape the consequences of the Act simply because the notice was not given on the Board's prescribed N12 form. I therefore find that the Landlord gave the Tenant a notice under section 48 of the Act for the purpose of residential occupation by the Landlord's parents or mother.

Did the Tenant Vacate the Rental Unit as a Result of the Notice?

12. The Tenant testified that he moved out on March 8, 2026, because of the Landlord's notice. The Tenant stated that, after receiving the Landlord's message, he began looking for another place to live. He testified that he eventually moved to another house with similar features, with a monthly rent of \$3,100.00 plus utilities.
13. During the hearing, the Tenant was asked when he secured the new rental unit and whether he had supporting documents for his moving expenses. The Tenant was given two opportunities during the hearing to submit evidence. The first time, the Tenant submitted documents related to moving expenses and a rental listing. The second time, the Tenant was given another opportunity to provide proof related to the new rental unit. He submitted a copy of the new lease agreement and a screenshot of a bank transaction. The Tenant stated that the bank transaction was proof that he had paid first and last month's rent for the new rental unit.
14. The Landlord testified that, on February 5, 2026, he sent the Tenant a text message because his mother was living in Cornwall and was considering moving to Ottawa if the rental unit became available. The Landlord testified that the Tenant called him later that evening and explained that the Tenant's family members were coming from Pakistan and that he needed to remain in the rental unit until September 2026.
15. The Landlord further testified that the Tenant followed up by email on February 19, 2026, asking for more time to remain in the rental unit. The Landlord testified that he then looked for alternate accommodation for his mother so that the Tenant could remain in the rental unit. The Landlord testified that, after finding alternate accommodation for his mother, he emailed the Tenant on February 26, 2026, and told him that he did not have to move out. The Landlord's position was that, as of February 26, 2026, the Tenant had been clearly told that he could remain in the rental unit.
16. The Landlord also testified that, after receiving that message, the Tenant responded that he had already found another place and would be moving. The Landlord's position was that the Tenant chose to move after being told that he no longer had to vacate. The copies of the emails had been submitting at the hearing as evidence.
17. Based on the evidence before me, I find, on a balance of probabilities, that the Tenant did not vacate the rental unit as a result of the Landlord's notice.
18. The lease for the new rental unit was signed on February 28, 2026. This was after the Landlord advised the Tenant on February 26, 2026, that the Tenant did not have to move because the Landlord had found alternate accommodation for his mother.
19. The Tenant stated that he had paid first and last month's rent before receiving the Landlord's February 26, 2026, email. However, the bank transaction screenshot provided by the Tenant does not support that evidence. The Tenant testified that the new rent was

\$3,100.00 per month. If the Tenant had paid first and last month's rent, the expected amount would have been \$6,200.00. The bank transaction screenshot showed a total amount of \$4,650.00. The amount therefore does not match the Tenant's evidence that the payment was for first and last month's rent.

20. The Tenant did not provide a receipt, rental application, confirmation from the new landlord, or other reliable evidence proving that a binding tenancy agreement had been formed before the Landlord told him that he did not have to move.
21. The Tenant also acknowledged that, after receiving the Landlord's February 26, 2026 email, he did not discuss the situation with the new landlord or attempt to cancel the new lease. He also did not discuss with the Landlord whether he could remain in the rental unit after the Landlord told him that he no longer needed to move.
22. Because this is the Tenant's application, the Tenant bears the burden of proving that he vacated the rental unit as a result of the Landlord's notice. I accept that the Landlord's February 5, 2026, message caused the Tenant concern and led him to begin looking for another rental unit. However, the evidence does not establish that the Tenant was legally required to move or that he had already entered into a binding new tenancy before the Landlord told him that he could stay.
23. On the evidence before me, I find that the Tenant chose to proceed with the new rental unit after the Landlord advised him that he no longer had to move. I am therefore not satisfied, on a balance of probabilities, that the Tenant vacated the rental unit as a result of the Landlord's notice.
24. As the Tenant has not proven this required element under subsection 57(1)(a) of the Act, the application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 29, 2026
Date Issued

Joy Xiao
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.