



Order under Section 57 Residential Tenancies Act, 2006

Citation: Almeida Apolinario v Vucinic, 2026 ONLTB 619

Date: 2026-01-07

File Number: LTB-T-106116-24

In the matter of: 520, 98 LILLIAN ST
TORONTO ON M4S0A5

Between: Priscila Almeida Apolinario Tenants
David Melo Ribeiro

And

Marko Vucinic Landlords
Ivana Bjelic Vucinic

Priscila Almeida Apolinario and David Melo Ribeiro (the 'Tenants') applied for an order determining that Marko Vucinic and Ivana Bjelic Vucinic (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on December 18, 2025. The Tenants and the Landlords attended the hearing. The Landlord's Witness, Mikela Nitescu ('MN') and the Tenants' Witness, Nikola Kaludjerovic ('NK'), attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. Subsection 57(1)(b) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenants to prove each of the following on a balance of probabilities:
 - The Landlords gave the Tenant an N12 notice of termination under section 49 of the Act;
 - The Tenants vacated the rental unit as a result of the N12 notice of termination ('N12');
 - No person referred to in subsection 49(1) or 49(2) of the Act occupied the rental unit within a reasonable time after the Tenants vacated; and
 - The Landlords served the N12 notice of termination in bad faith.

3. The Tenants' application was filed with the LTB on February 1, 2025. Therefore, the application was filed within one year of the tenancy terminating.
4. The Tenants proved some of the requirements in subsection 57(1)(b). The Tenants were given an N12 with the termination date of September 30, 2024. The Tenants vacated the rental unit on September 30, 2024, and returned the keys to the Landlords' realtor on October 1, 2024.
5. The Tenants found a listing with the "MLS" showing that the house was for sale on October 15, 2025 (DOC-4759935). There was also a reference in the listing showing that the unit was for sale for \$734,900.00. The property was not sold, so the Landlords released the property at an increased rent. This was not disputed by the Landlords. Thus, I find that the Tenants established the first three parts of the test found in s.57(1)(b).
6. The Landlords do not dispute that they gave the Tenants an N12 notice. However, they argue that there had been a change in circumstances which was not foreseeable. The Landlords and NK signed an Agreement of Purchase and Sale which was final. The property was to close on October 4, 2024. However, the Landlords, who currently reside overseas, got a phone call from their realtor, NM, on October 3rd, that the sale had fallen through.
7. NM testified that the sale was firm, and the conditions had been lifted. However, on about October 2, 2025, the purchaser told her that he would not be closing on the deal. She immediately contacted the Landlords to let them know. It was then it was decided to relist the house but also to put it up for lease on a month-to-month tenancy because the Landlords had a lot of financial uncertainty and could not afford to have the rental unit remain empty. However, they submit that they had no idea the property would not be closing until after the Tenants had already left the rental unit.
8. The purchaser, NK, also testified. He explained that he had planned to purchase the condominium; however, he ran into some personal financial circumstances which meant he could not close the deal. He did not recall the exact date that he told the Landlords' realtor, but he believed it was either at the end of September or early October.
9. Based on the evidence before me, I am satisfied that the Landlords did not give an N12 notice of termination in bad faith. The evidence of both NM and NK closely matched and was credible. NK made a financial decision not to close the sale of the property. Although there is some minor discrepancy between NK and NM on the actual date NK advised the Landlords' realtor, I accept NM's evidence that it was October 2, 2024, because she had a clear and specific memory about the date she learned the deal would fall through. NM felt the delay was because NK had been hopeful that he might still be able to close the deal.
10. The Landlords state that they are still trying to sell their property, which is why the property is still listed for sale despite having Tenants. It is also why they chose to have a month-to-month tenancy rather than a fixed-term lease. In my view, this is consistent with the Landlords' submissions that they always intended to sell their home. Further, this change was detrimental to the Landlords who had hoped they finally sold their property in a difficult resale market.

11. The evidence shows that the Landlords did not know the sale had fallen through until the Tenants had already vacated the rental unit and that it is more likely than not that the earliest date the Landlords or their agent knew the deal would not close was October 2, 2024. Given this, I find that the Landlords did not give the Tenants the N12 in bad faith. The Tenants have not established, on a balance of probabilities, that the Landlords served the N12 notice in bad faith.

12. Accordingly, the Tenants' application must be dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

January 7, 2026

Date Issued

Jane Dean

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.