



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

File Number: LTB-T-012503-25

In the matter of: 221 Doyle St
Dundalk ON N0C1B0

Between: Dawson Hillier Tenant
King Hillier
Alyssa Sparling

And

Harvir Khakh Landlord

Dawson Hillier, King Hillier and Alyssa Sparling (the 'Tenant') applied for an order determining that Harvir Khakh (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on November 27, 2025.

The Landlord, and the Landlord's Legal Representative Lorrie McCullough and the Tenants Dawson Hillier and Alyssa Sparling attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. MLS Professional Company is removed from this Application.

The T5

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. Subsection 57(1)(c) 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 N13 notice of termination under section 50 of the Act;
 - The Tenant vacated the rental unit as a result of the N13 notice of termination;

- The Landlord did not demolish the rental unit within a reasonable time after the Tenant vacated; and
 - The Landlord served the N13 notice of termination in bad faith.
4. The Tenant did not prove that the Landlord did not demolish the rental unit within a reasonable time after the Tenant vacated and that the N13 was served in bad faith.
 5. The Tenant testified that he moved into the rental unit in December 2018 and vacated July 30, 2024. He testified that he vacated because he was served an N13 Notice of Termination on May 22, 2024, which indicated that the Landlord intended to demolish the rental unit in order to construct 8 back-to-back townhouses on the plot.
 6. The Tenant testified that the rental unit was demolished on August 29, 2025.
 7. The Tenant testified that in February 2025 he found the rental unit listed for rent at a higher rent than he had been paying. The unit was listed on Facebook Marketplace by a Salvidnar Podi who the Tenant did not know. The Tenant testified that he messaged them about the listing, but did not receive a response and the listing was removed shortly after he filed his T5 Application.
 8. The Tenant testified that the Landlord did not intend to proceed with the demolition and did not require vacant possession at the time the N13 was served, as evidenced by the delay in the demolition occurring.
 9. The Landlord testified that the demolition was delayed because a hold was placed on his permits because the city asked for additional documentation. The Landlord testified that this hold was placed in December 2024 and was resolved around the middle of 2025, after which the demolition proceeded without delay.
 10. The Landlord denied listing the rental unit for rent. He testified that when he visited the property in March 2025, he noticed footprints in the snow, and had been informed by neighbors that there had been people coming and going from the empty unit. He initially attributed this to Alliance, and other trades accessing the property. However, he testified that he believed he had unwittingly left a door unlocked which could have allowed anyone to access the property.
 11. The Landlord denied responsibility for the listing and speculated that it could be a fraudulent listing whereby empty units are listed on rental sites to entice would be renters into paying deposits.
 12. The Landlord testified that it would not make financial sense for him to try to list the rental unit again after having evicted the Tenant when he has ongoing plans to construct 8 townhomes on the site. He testified that the small sum he could earn from an additional short-term tenancy would be outweighed by potential losses if the new Tenant's did not vacate and the project had to be postponed.

Analysis

13. I am not satisfied that the Tenant has proved the requirements under Subsection 57(1)(c) of the Act. I accept that the Tenant was served with an N13 Notice of Termination, and

vacated as a result. However, I am not satisfied that the Tenant has demonstrated that the Landlord did not demolish the unit within a reasonable time after the Tenant vacated or that the N13 was served in bad faith.

14. While I accept that the demolition was delayed, and would not yet have taken place had the hearing proceeded on the initial hearing date, this alone does not mean that it did not occur within a reasonable time, and I am prepared to accept that while the Landlord had initially obtained permits when the N13 was served, there was a hold placed on them by the city and the Landlord had difficulty securing the appropriate trades. I also accept that once the permit hold was resolved in 2025 the demolition proceeded without undue delay.
15. I also accept that the demolition was part of a larger overall project for the site and accept that in this context a delay of slightly over one year is reasonable, as it would not be unreasonable for the Landlord to slightly delay the demolition itself to fit into a larger project timeline.
16. With respect to the rental listing, while the Landlord's explanation seems speculative, I am prepared to accept that it is a possibility, and while there was clearly a rental listing created for the property, I am not satisfied the Tenant has demonstrated that this listing was created by the Landlord with the intent of re-renting the unit.
17. Rental scams such as those described by the Landlord do exist, and an unoccupied unit such as the rental unit would be a prime candidate for such, additionally, I am prepared to accept the Landlord's candid testimony that he intended to proceed with the project and it would not make financial sense for him to attempt to re-rent the unit for a few months, at the expense of possibly delaying the townhome development, which is likely to prove far more lucrative than a short term rental.
18. When I consider this in tandem with the Landlord's testimony regarding unknown persons being observed entering the rental unit, and the fact that neither the Landlord nor the Tenant could identify Salvidnar Podi I am not satisfied that the Tenant has demonstrated that the unit was listed by the Landlord.
19. Therefore, as I am not satisfied that the Tenant has demonstrated that the Landlord failed to demolish the unit within a reasonable time, or served the N13 in bad faith, the Tenant's Application shall be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

January 6, 2026
Date Issued

Reid Jackson
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.