



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

File Number: LTB-T-004328-25

In the matter of: 2416, 98 LILLIAN ST
TORONTO ON M4S0A5

Between: Mirjana Latkovic Tenant

And

Hee Nyeo Park Lee Landlords
Sang-Won Park

Mirjana Latkovic (the 'Tenant') applied for an order determining that Hee Nyeo Park Lee and Sang-Won Park (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on July 30, 2025.

The Landlord, Hee Nyeo Park Lee, the Landlord's Agent, Soo youn Park, the Landlord's Korean Interpreter, Gahye Shon, the Tenant's Legal Representative, Nikolai Singh and the Tenant attended the hearing.

Determinations:

Amending the application-Named party

1. At the hearing, Soo youn Park stated that she is not a Landlord in the tenancy agreement but rather the Landlords' daughter and agent for the Landlords. As such, I find it reasonable to remove Soo youn Park as a named Landlord to the application.
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:
 - The Landlords gave the Tenant an N12 notice of termination under section 48 of the Act;
 - The Tenant vacated the rental unit as a result of the N12 notice of termination;
 - No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
 - The Landlords served the N12 notice of termination in bad faith.

3. The Landlords gave the Tenant an N12 notice of termination (N12 notice) with a termination date of August 11, 2023. The N12 notice indicates that the Landlords intended to occupy the rental unit for a period of at least one year.
4. The Tenant did not vacate the rental unit as per the N12 notice. A hearing was scheduled for a L2 application filed by the Landlord, where the parties entered into a mediated agreement to terminate the tenancy on July 31, 2024.
5. The Tenant vacated the rental unit and lived with her mother for the months of July and August 2024, and moved into her new unit in September 2024.
6. The Tenant provided two affidavits: one from Sarah Sperenza (SS), the Tenant's friend and neighbour, and another from Shanika Clarke (SC), a former site supervisor for the Landlord, who stated that she was present during the change of tenancy in the rental unit. Both affidavits assert that the current occupants of the rental unit are not family members of the Landlord. The Tenant also referenced a screenshot of the management company's dashboard, which SC had sent to the Tenant, showing the occupants listed as Tenants. However, as neither SS nor SC attended the hearing to testify or to be cross-examined regarding their affidavits or the screenshot, minimal weight is given to the evidence provided.
7. The Tenant further stated that the new occupants in the rental unit stated they found the rental unit on a Korean marketplace website.
8. The Landlord's agent, Soo Park (SP), submitted into evidence an email dated May 28, 2025, from the Landlord, Hee Nyeo Lee (HL) to the property management company. In this email, the Landlord requested confirmation as to whether a letter authored by SS—stating that the new occupants were not family members—had in fact been issued by Madison Condo Management.
9. A response email from the Senior Property Manager, also dated May 28, 2025, was submitted into evidence. In its response, the management company stated that it was not aware of any request or matter concerning the current tenants. The response further indicated that SS was no longer an employee of the management company and that SS's letter had been forwarded to head office and SS's former superiors for their awareness.
10. Further communications between the Landlord and the property management company were submitted into evidence. These communications indicate that, at the time SS issued the letter, her role did not authorize her to make the statements contained in the letter, nor was she permitted to issue such a letter from her personal email account. SS was required to direct any such matters to management.
11. SP submitted into evidence a copy of HL's driver's license, which lists the rental unit as HL's address and shows an issuance date of August 2, 2024.
12. SP also submitted evidence of packages delivered to the rental unit in the Landlord's name on June 19, 2025, as well as a letter addressed to the Landlord's husband that was delivered in April 2025.
13. SP stated that the Tenant paid hydro separately for the duration of her occupancy. SP submitted evidence showing that automatic payments for electricity (Metergy) were

initiated on October 9, 2024. SP further submitted electricity bills dated July 31, 2024 to August 2024, which were issued in the Landlord's name and paid directly by the Landlord. Additional electricity bills were also submitted showing that electricity was billed to and paid by the Landlord for the period from November 2024 to June 2025.

14. SP also submitted a screenshot from the property management company's dashboard indicating that the Landlords are listed as the occupants of the rental unit. SP stated that the request for this information was made in May 2025, after the Landlords received the Tenant's T5 application.
15. SP testified regarding a letter from the Landlord's nephew, Donghyun Kim (DK), in which DK states that he and his sister stayed with the Landlord while visiting Canada on visitor visas, and that the Landlord resided in the rental unit for the entirety of their stay.
16. HL testified that she moved into the rental unit on August 23, 2024, following renovations she completed herself. HL further testified that her niece and nephew stayed with her from late October or early November 2024 until late March or early April 2025, and returned to Korea in May 2025. HL stated that she resided in the rental unit throughout the period that her niece and nephew stayed with her.
17. The evidence demonstrates that the Landlord intended to personally occupy the rental unit and took concrete steps consistent with that intention. Documentary evidence, including the Landlord's driver's license, personal mail, and package deliveries, supports the Landlord's claim that the rental unit was established as her residence. The Landlord's testimony that she moved into the unit in August 2024 and resided there continuously was corroborated by electricity bills in her name and property management records listing the Landlords as occupants, and there was no persuasive evidence to the contrary. The temporary presence of the Landlord's niece and nephew as visitors does not undermine personal occupation, as the Landlord remained in residence throughout their stay. The letter authored by SS was given limited weight, as the property management company confirmed that SS lacked authority to issue it and was not acting within her role, and neither SP nor SS attended the hearing to testify or be cross-examined on their affidavits. In contrast, I accept the Landlord's testimony as credible and reliable.
18. In conclusion, having considered the evidence as a whole, I am satisfied on a balance of probabilities that the Landlord served the N12 notice with a genuine intention to personally occupy the rental unit and that this intention was carried out. The Landlord's testimony was credible and supported by documentary evidence, while the contrary evidence was of limited reliability and weight. Accordingly, I find that the N12 notice was not given in bad faith and the Tenant's application is dismissed.

It is ordered that:

1. The T5 application is dismissed.

January 6, 2026
Date Issued

Christina Philp
 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.