



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

File Number: LTB-T-046111-24

In the matter of: Main, 90 Boothbay Cres
Newmarket, ON, Canada ON L3Y1Y5

Between: Amanda Lynn Mendoza Tenant

And

Leandro Di Nardo Landlord
Cinzia Di Nardo Klein
Mike Klein

And

Dan Wang Purchaser

Amanda Lynn Mendoza (the 'Tenant') applied for an order determining that Leandro Di Nardo, Cinzia Di Nardo Klein and Mike Klein (the 'Landlord') and Dan Wang (the 'Purchaser') gave a notice of termination in bad faith.

This application was heard by videoconference on October 29, 2025.

The Landlords, Leandro Di Nardo and Cinzia Di Nardo Klein, the Landlord's Legal Representative, Masoud Tchavoshi, and the Tenant attended the hearing. The Purchaser did not attend.

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.

Preliminary Issue: Leandro Di Nardo is a Landlord:

2. At the hearing, the Landlord's Legal Representative submitted that Leandro Di Nardo (LDN) should not be listed as a Landlord.
3. LDN was identified as the property manager of the rental unit. LDN is not the owner of the rental unit, however he is named as the Landlord on the tenancy agreement which was

submitted into evidence. LDN was also identified as the Landlord on the Notice of Rent Increase signed September 30, 2022.

4. The Landlord's Legal Representative submitted that LDN was not a Landlord because he was not the owner of the rental unit and the Tenant had been making rent payments to Cinzia Di Nardo Klein (CDNK). LDN also did not serve the Tenant with the N12 Notice of Termination nor did he sign the N11 Agreement.
5. The Tenant provided submissions that she had ongoing communication with both LDN and CDNK, and thought that LDN was also her Landlord.
6. I note that the definition of "landlord" in section 2(1) of the *Residential Tenancies Act, 2006* (the Act) includes the owner of a rental unit "or any other person who permits occupancy of a rental unit." The Act specifically contemplates that someone other than an owner of the rental unit can be a landlord.
7. Whether a property manager falls within the definition of "landlord" depends on the facts of the given case. Given that LDN was the named Landlord on the tenancy agreement and the Notice of Rent Increase, I find that LDN was a person who permitted occupancy of the rental unit, and he is therefore a Landlord and a proper respondent in this proceeding.

Preliminary Issue: Only one Tenant brought the Application:

8. The Landlord's Legal Representative raised that the N12 Notice was served on two tenants, however, only the Tenant was named on this T5 application, therefore the application should be dismissed. They did not provide any authority in support of their position. It is the Board's standard practice that a single joint tenant or single landlord can bring an application without other joint tenants or co-landlords, and the failure of all potential applications to do so is not generally a bar to the application proceeding.

Preliminary Issue: The N12 Notice of Termination was valid:

9. At the hearing, the Landlord's Legal Representative argued that the N12 Notice of Termination was invalid as only one Landlord had signed the N12, therefore the N11 Agreement supersedes the deficient N12.
10. Pursuant to section 43(1)(c) of the RTA, a valid notice of termination shall be signed by the person giving the notice, or the person's agent. There is no requirement that all landlord's must sign a notice of termination for it to be valid.
11. Therefore, I find that the N12 Notice of Termination was valid. Even if it were not valid, in my view it cannot be the legislature's intent that a landlord could escape liability for serving a bad faith N12 on the basis that they themselves did not comply with the Act.

There was no bad faith by the Landlord or Purchaser:

12. Subsection 57(1)(b) 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 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 Landlord served the N12 notice of termination in bad faith.
13. 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.
14. It was undisputed that the Landlord gave the Tenant an N12 notice of termination under section 49 of the Act, and no parties present disputed the fact that the Purchaser never occupied the rental unit within a reasonable time.
15. At the hearing, the Landlord CDNK submitted that she had been speaking with the Tenant since 2022 about financial hardships and struggling to pay the mortgage on the home. The N12 notice of termination was signed on April 11, 2023.
16. The Landlord CDNK submitted that the Tenant sought a letter of recommendation, and one was provided on April 10, 2023, prior to the service of the N12 notice of termination.
17. On May 21, 2023, an email was sent to CDNK by the Tenant and her partner, seeking a "cash-for-keys" agreement. The Tenants sought compensation in the amount of \$10,000 and in exchange they would sign an N11 Agreement with a termination date of June 30, 2025. The Tenant and her partner also stated in the last paragraph: "This N11 will also release the buyer from any restrictions on their use of the home within the 12 month timeframe as per the N12."
18. A Cash for Keys Consent Agreement was signed by the Tenant and her partner on June 8, 2023, where they received \$3,000 in exchange for signing the N11 Agreement to End the Tenancy, and another \$3000 would be sent upon vacant possession of the property by June 30, 2023.
19. The Landlord CDNK stated that it was her understanding that the release discussed by the Tenant and her former partner in the email of May 21, 2023 also applied to this Cash for Keys Consent Agreement. The Landlord CDNK testified that the final monetary amount was part of the ongoing settlement negotiations that were started by the Tenant on May 21, 2023 and concluded on June 8, 2023.
20. When asked what the purpose of the original wording in the May 21, 2023 email, the Tenant said it was intended to waive requirements pursuant to the N12 notice. Both parties stated that the negotiations about the amount for the cash for keys continued based on the May 21, 2023 email. When asked why the release was not in the signed agreement, the Landlord said it was because throughout the negotiations they relied on the initial email of the Tenant for the purpose of the agreement and this was orally discussed that the agreement was in exchange for the release. When asked whether her original intention to

release the Landlord and purchaser from their N12 requirements continued throughout negotiations, the Tenant did not answer the question.

21. In the Tenant's application, she noted that prior to vacating the rental unit, she became aware in the last couple weeks of the tenancy that there may be bad faith by the Purchaser, and they may not intend on moving in. When asked why she did not stay in the rental unit when she became aware of the potential bad faith, the Tenant stated she was already living in boxes, she had already signed the N11 Agreement, and she did not want to force the matter to a hearing as she did not want to be known as a squatter.
22. The Tenant also stated that she could not have stayed because she signed a mortgage on July 1, 2023, and moved into the home she purchased by the end of July 2023. The Tenant submitted that she was pre-approved for her mortgage at the beginning of June 2023.
23. I am not satisfied that the Tenant has established on a balance of probabilities that the Landlord acted in bad faith. I find that while the Tenant may have started searching for alternative accommodations because of the N12 notice, I find that the Tenant vacated the rental unit because of the cash for keys agreement that was signed with the intention of receiving money from the Landlord in exchange for the Landlord or purchaser being released from any restrictions on the use of the home. The intention was clearly outlined by the Tenant in the May 21, 2023 email, and I am satisfied that the Landlord has established that the intention remained throughout the negotiations, despite the wording not being in the final agreement. I accept the parties evidence that the original purpose of the agreement was cash in exchange for releasing the Landlord and Purchaser from their requirements, and I accept the Landlord's evidence that throughout the negotiations this remained the purpose of the cash for keys agreement and the parties orally agreed to include the release.
24. As such, I find that there was not bad faith on behalf of the Landlord and Purchaser, and the application must be dismissed.

Costs

25. The Landlord's Legal Representative sought cumulative costs in the amount of \$3,750.00 for the attendance of themselves and LDN on two occasions, and for the attendance of CDNK on one occasion.
26. In accordance with Guideline 3 of the Landlord and Tenant Board, costs to the successful party for the preparation and representation fees paid to a legal representative are generally only awarded in cases of unreasonable conduct.
27. I do not find that the conduct of the Tenant was unreasonable, improper or vexatious. I also am not satisfied that the application was made in bad faith. The delay from the adjournment was not undue, as the documents provided demonstrated that LDN met the definition of a Landlord, and therefore was properly named.
28. The request for costs is therefore denied.

It is ordered that:

1. The Tenant's application is dismissed.

January 12, 2026

Date Issued

Allana McComb

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.