



Order under Section 57 Residential Tenancies Act, 2006

Citation: Pontinen v Balakrishnan, 2026 ONLTB 5844

Date: 2026-01-16

File Number: LTB-T-064220-25

In the matter of: 25 PATTERSON CRES
AJAX ON L1S6R2

Between: Cadi Pontinen Tenants
Ryan Pontinen

And

Sivaramesh Balakrishnan Landlord

Cadi Pontinen and Ryan's Pontinen (the 'Tenants') applied for an order determining that Sivaramesh Balakrishnan (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on December 11, 2025.

The Landlord, the Landlord's representative Subajini Niranjani, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove the Landlord gave a notice of termination in bad faith. Therefore, the application is dismissed.
2. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenants to prove each of the following on a balance of probabilities:
 - The Landlord gave the Tenants an N12 notice of termination under section 48 of the Act;
 - The Tenants 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 Tenants vacated; and
 - The Landlord served the N12 notice of termination in bad faith.
3. It is undisputed the Landlord gave the Tenants an N12 notice of termination (N12) with a termination date of August 31, 2024 indicating the Landlord intended to reside in the rental unit with their spouse and child. It is undisputed the Tenants vacated the rental unit on

August 15, 2024 in response to the N12. It is undisputed the Landlord did not move into the rental unit and, as of the date of the hearing, the rental unit remains vacant.

4. Based on these undisputed facts, I find the first three elements of the test are satisfied.

Tenant's Evidence

5. On an application to the Board, the person who alleges a particular event occurred has the burden of proof to establish that it is more likely than not that their version of events is true. In this application, the burden falls on the tenant to establish that the notice of termination was served in bad faith.
6. The Tenants did not present any evidence to suggest the N12 was served in bad faith. The Tenants testified in June 2024 the Landlord came to the rental unit for an inspection. The Tenants testified this was the first time they had an inspection in 6 years. During this inspection, the Landlord mentioned taking possession of the rental unit for his and his family's own use. The Tenants asked the Landlord to delay the date as they had two children who had one year left in their schooling. Two weeks later, the Landlord served the N12.

Landlord's Evidence

7. The Landlord testified when he served the N12 he intended to move himself and his family into the rental unit. There were minor repairs/renovations the Landlord wanted done prior to moving in, and once he received vacant possession these repairs/renovations began. However, these repairs were delayed due to circumstances beyond the Landlord's control.
8. In October 2024 the Landlord's mother received a diagnosis that her cancer had returned. The Landlord is the primary caregiver for his mother; he had to frequently drive his mother to her appointments at Sunnybrook Hospital. The hospital and the mother's house are closer to the Landlord's primary residence than to the rental unit.
9. The Landlord provided medical documentation to support his claims of his mother's illness. The Landlord also provided an obituary for his mother indicating she passed away September 17, 2025.
10. The Landlord testified it is still his intention to move into the rental unit with his family. The repairs/renovations have restarted.

Analysis

11. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC) (Feeney), the Court held that the test of good faith is genuine intention to occupy the premises and not the reasonableness of the Landlord's proposal. This principle was upheld in *Salter v. Beljinac* 2001 CanLII 40231 (ON SCDC) where the Court held that the "good faith" requirement simply means that the Landlord sincerely intends to occupy the rental unit.
12. In this case, I am not satisfied the Tenants proved on a balance of probabilities that the Landlord served the N12 in bad faith. The Landlord's evidence satisfied that his intention

remains the same, it was the illness of his mother that delayed the Landlord moving into the rental unit.

13. Since the Tenants did not prove on a balance of probabilities that the Landlord served the N12 in bad faith, the Tenants' application must fail.

It is ordered that:

1. The Tenant's application is dismissed.

January 16, 2026
Date Issued

Elena Jacob
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.