



Order under Section 57 of the Residential Tenancies Act, 2006

Citation: Buchan v Ledda, 2026 ONLTB 11370

Date: February 9, 2026

File Number: LTB-T-033501-25-HR

In the matter of: 63 Michigan Avenue
Cambridge, ON N3C0C8

Between: Ariel Buchan & Gerald Morris Tenants

and

Maryjoy Ledda & Vladimir Randelovic Landlords

HEARING ORDER

Ariel Buchan and Gerald Morris (the 'Tenants') applied in a T5 application seeking an order determining that Maryjoy Ledda and Vladimir Randelovic (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on January 6, 2026. The Tenants attended the hearing with their legal representative Steven Jackson (paralegal). The Landlord Vladimir Randelovic attended on behalf of both Landlords.

Determinations:

Tenants' Adjournment Request Denied

1. The Tenant's legal representative requested an adjournment. Other than the documents filed on April 24, 2025 with the application, the Tenants had not uploaded or served any documents for the hearing at least 7 days before the hearing as required by Rule 19 of the Board's *Rules of Procedure*.
2. The Tenant's legal representative submitted that on January 2, 2026 (4 days before the hearing) he had emailed the Landlord and uploaded to the Tribunals Ontario Portal (TOP) email threads between the parties. The representative emailed them again to the Landlord on the 5th. The Landlord denied receiving this disclosure.
3. The Tenant's legal representative advised that although retained long ago, due to the holiday and recent family situation he had been unable to meet the service deadline of 7 days before the hearing.

4. The Landlord Mr. Randelovic had uploaded his *Exhibit Book* of 25 pages and served the Tenants on December 28, 2025.
5. The Landlord opposed the adjournment request. He spent some time looking for the representative's emails but eventually advised he could not find them in his inbox. He argued that the notice of hearing had been served months ago, so the legal representative should have had ample time to prepare and serve his documents. The Landlord advised he had already taken time off work to prepare and attend the hearing today. Since the application was disturbing to his family, he wanted to proceed with the hearing.
6. Considering the factors in Rule 21.8, I determined that an adjournment would not be required. The Tenants had a representative retained well before the hearing. The nature of the late disclosure (email conversations) was not particularly prejudicial to any party, because the parties admitted these were communications between themselves from the past.
7. To ensure the Board proceeded in the most expeditious method, the Tenants' adjournment request was denied.

T5 Application – Bad Faith Eviction Proven

8. As explained below, the Tenants proved the allegations contained in the T5 application on a balance of probabilities. Therefore, the Landlord must pay the Tenants **\$4,928.00** by **February 20, 2026**.

Background and Undisputed Facts

9. As background, the rental unit is a semi-detached house with a finished basement (open area the Tenants used as a playroom, with 1 bathroom containing a standup shower); main floor containing kitchen, half bathroom, living room and walkout to patio; and upstairs containing 3 bedrooms, a hallway closet, and a full bathroom.
10. There was no dispute that the tenancy started on December 1, 2021. After the fixed term of the first year passed, the parties did not renew the lease so it became month-to-month.
11. There was no dispute that around the end of March or early April, 2024 the Landlord served a N12 notice of termination with termination date June 30, 2024. The reason for the notice was *Reason 1: The following person intends to move into the rental unit and occupy it for at least one year: My spouse's child*".
12. At first the Tenants wanted to challenge the N12, so they waited for a hearing.
13. There was no dispute the Landlord applied in a L2 application based on the N12 notice (LTB-L-034887-24). The parties all attended the L2 hearing scheduled for July 22, 2024 but it was adjourned due to overflow.
14. There was no dispute that the parties had some emails with each other on August 15 and 16, 2024. Although Mr. Randelovic objected to the Tenant representative's late service of the emails, he did not deny that the emails occurred between himself and the Tenants, nor did he deny the content of the messages. I found that allowing the email evidence would

not prejudice any party, especially since the Landlord had been the one to instigate the email conversation on August 15, 2024.

15. There was no dispute that at the Landlord requested the Tenants to sign a N11 in his August 15, 2024 email. Although the emails from August 16, 2024 show the Tenants initially objected to signing it, the Landlord wrote back that in order to apply the last month's rent deposit, he needs that document.
16. There was no dispute the parties signed a N11 (the Tenants signed on August 31, 2024 and the Landlord signed on September 1, 2024).
17. There was no dispute the Tenants vacated the rental unit on September 30, 2024.
18. Since the Landlord did not need the L2 order anymore, he withdrew the application and the file was closed.

The Legal Test for Bad Faith Eviction

19. Pursuant to section 57(1) of the *Residential Tenancies Act, 2026* (the 'Act'), the Board may make an order against a landlord if, on application by a former tenant of a rental unit, the Board determines that:
 - (a) the landlord gave a notice of termination under section 48 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to an order made by the Board based on the notice, and no person referred to in clause 48 (1) (a), (b), (c) or (d) occupied the rental unit within a reasonable time after the former tenant vacated the rental unit.*
20. Subsection 57(1)(a) of the Act establishes a 3 part test. In order to be successful in the T5 application, the Tenants must establish all of the requirements of subsection 57(1)(a) on a balance of probabilities:
 - first, that the Landlord gave a notice of termination under section 48 of the Act (N12) in bad faith;
 - second, that the Tenants vacated the rental unit as a result of the N12 notice or an application to or order made by the Board based on the notice; and
 - third, that the person referred to in the N12 notice did not move into the rental unit within a reasonable time after the Tenants vacated.
21. In this case, it was undisputed that the Landlord served a N12 to the Tenants with termination date June 30, 2024, stating his spouse's child would be the intended occupant.
22. The only elements of the legal test to determine are whether the Tenants vacated as a result of the N12 or an application; and whether the Landlord's spouse's child moved in within a reasonable time after the Tenants vacated.

The Tenants Vacated As a Result of the N12 and L2 Application

23. I find that the Tenants proved they moved out because of the N12 and the L2 application, and for no other reason.
24. The Tenants testified that initially they tried to challenge the N12 and even attended the hearing in July 2024, but it was adjourned for overflow.
25. Since they had 3 young children (all under 10 years old), and since the school for the two oldest children was nearby, staying in the same neighbourhood and maintaining stability for the family was very important to them. The Tenants testified they used to have a good relationship with the Landlords and would have stayed at the rental unit, if the N12 and ensuing application had not been filed.
26. The Tenants testified that the email threads show they initially refused to sign the N11 because they understood they could rely on the shorter 10 day notice allowed by the N12, not the usual two months. They also tried to tell the Landlord they did not have to give longer notice because they had received the N12 from him; however, they felt the Landlord put them in a situation where they had no choice but to sign the N11 because the Landlord refused to apply the last month's rent deposit otherwise. The Tenants felt the Landlord was trying to elicit the N11 as a way to insulate himself from any future bad faith claims.
27. The Landlord did not explicitly claim or provide any evidence that the Tenants vacated for any other reason than for receiving the N12 and L2 application.
28. I am satisfied from the Tenants' testimony, and the Landlord's corroborating testimony (that he did email the Tenants to sign the N11 as a condition of applying the last month's rent deposit) that the second factor in the legal test is satisfied – the Tenants moved out because of the N12 and L2 application, not for any other reason.

The Intended Occupant Did Not Move In

29. For the reasons below, I am not satisfied on a balance of probabilities that the intended occupant (the Landlord's adult stepson) moved into the rental unit within a reasonable time after the Tenants vacated.
30. 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.
31. The N12 does not require any specific name for the intended occupant. However, the Tenants testified that when they received the N12 with "my spouse's child" checked off, they believed this to mean the Landlord's adult stepson "Kent". The Tenants testified they had seen Kent around during their tenancy so they knew what he looked like.
32. The Landlords confirmed that the person referred to in the N12 was Kent Ledda.
33. The Tenants testified that they initially challenged the N12, but they wanted stability for their kids so they started looking for rentals in the area. The opportunity came up for semi-detached townhouse similar to the rental unit, right across the street at 64 Michigan Avenue. They signed a new lease for the mirror townhouse, with the new tenancy start

date October 1, 2024. The Tenants felt relieved their kids could stay near their neighbourhood, friends and school.

34. The Tenants moved out September 30, 2024. Afterwards, they could observe the rental unit all the time since they were right across the street. They never saw “Kent” move in or live there. They only saw the Landlord, his wife Maryjoy, and a little minor son (not Kent). Ariel Buchan admitted she may have seen Kent come to pick up mail.
35. The Landlord testified that Kent had moved in with the entire family. 5 people had moved in around October 2024 – himself, his wife, his stepson Kent (his wife’s son from a prior relationship), and his 2 minor children he had with his wife.
36. The Landlord presented 3 types of evidence to prove Kent had moved in. First, he submitted letters/mail addressed to Kent at the rental unit address - an envelope from Manulife and another envelope was from Service Canada.
37. I was not convinced by these 2 envelopes, that Kent resides at the rental unit address. This is because the Landlord admitted during cross examination, that even his own mail may have come to the rental unit address when he did not live there (he thought it may have been possible from a mortgage company).
38. In contrast, the Tenant Ariel testified that she would have text conversations with Maryjoy to come pick up the Landlords’ mail, which happened “frequently” during the tenancy.
39. I find that the 2 envelopes addressed to Kent at the rental unit address were not helpful to prove he actually lived there; so I gave it little weight. This is because there were no dates shown on the outside of the envelope so I could not tell if these were mailed there after the Tenants’ vacated or not. Plus, the Tenants testified that several letters addressed to the Landlords (Kent’s parents) continued to be sent to the rental unit, even during the tenancy when the Landlords were not living there.
40. The second evidence the Landlords submitted to prove Kent resides at the rental unit, was his declaration. The declaration signed by “Kent Luise Ledda” on December 1, 2025 stated: *“I reside at 63 Michigan Avenue in Cambridge, since October 2024 until present. I remain.”*
41. The Tenants questioned that the signature for Kent looks different on this declaration compared to his prior declaration from the L2 application.
42. I did not find Kent’s declaration for this application particularly helpful and gave it little weight. A declaration cannot be cross-examined or challenged.
43. The third evidence the Landlords submitted was the verbal testimony of Landlord Vladimir Radelovic. He testified that Kent is his stepson, who is around 26 or 27 years old. The Landlord testified he has been with his wife for about 19 years, so he began raising Kent as a stepson since he was a young boy. He and his wife have since had 2 biological children.
44. The Landlord testified that Kent was at work today and could not attend the hearing because he had started a new job. The Landlord could not answer questions about where Kent currently works. He eventually mentioned it could be called “C & C Machines” but

could not elaborate on any details, other than submitting Kent's place of work was closer to the rental unit address than it had been where they were living before.

45. I found Mr. Randelovic's testimony was self-serving and disingenuous. My impression of him - from his level of preparation for this hearing as well as the prior L2 - was of a sophisticated, self-represented, educated witness. For example, in this application, he served a 25 page exhibit book prior to the 7 day deadline before the hearing. In the prior L2 application he disclosed Kent's declaration, and map images of his and his stepson's respective commutes to their workplaces, among other things.
46. While the Landlord brushed off his stepson's unavailability for today's hearing, I found that it was odd not to bring an adult witness to the hearing, on an issue that is paramount to the T5 application – whether or not the intended occupant listed in the N12 moved in or not.
47. In the same vein that the Landlord questioned the Tenants' lack of preparation for this hearing, citing that the notice of hearing had been sent several weeks ago, I find that the Landlords equally had several weeks to prepare for this hearing.
48. Mr. Randelovic specifically took time off work, according to his testimony. While Kent may have started a new job, there was no reasonable explanation given why he could not have taken breaks, arranged a rescheduling of today's hearing, or any other accommodations to participate.
49. Knowing that Kent's testimony may be crucial, the Landlord chose to attend only himself.
50. I am not saying that a witness or "intended occupant" is always required for a L2 or T5 hearing. Often, especially in L2 hearings, the landlord merely presents a declaration from the intended occupant, which may be enough to prove the genuine good faith intention legal test. In a L2 application, the "moving in" has not happened yet.
51. However, in T5 applications, the legal test requires proof on a balance of probabilities, that the intended occupant did not move into the rental unit within a reasonable time after the tenant vacated. It is difficult for a party to prove a "negative" such as "the tenant did not pay rent that month" or "the intended occupant did not move in". Once the allegation is made, the onus is on the party claiming it did happen, to prove it on a balance of probabilities. For example, to prove "I paid rent", a tenant could disclose email transfers, a witness, or a receipt.
52. My issue with the Landlords' evidence on this issue, was that it was all self-serving. In a T5, the party making the claim that the intended occupant moved in, takes a significant risk by not producing that particular witness for cross examination. A witness is not explicitly required, but by not having Kent available to hear his answers on cross examination about his living and work situations, I was only left with Mr. Randelovic's testimony, Kent's declaration, and 2 mail envelopes.
53. Mr. Randelovic was prepared for the L2 hearing and had the wherewithal for that hearing, to disclose several pages of map images of the commute being shorter for his family. He knew that proximity to workplace was a factor the Board may consider in determining the genuine good faith intention for needing the rental unit back from the Tenants.

54. In this application, Mr. Randelovic was vague in his answers regarding what Kent was doing, where he was working, and why after weeks of notice his stepson had not made arrangements to attend or to reschedule. His testimony that Kent moved in with the rest of the family was self-serving to challenge the T5 bad faith claims. The mail and declaration were given little weight as explained above.
55. I found it odd that on the very issue of work commute that they had previously prepared for in the L2 application, the Landlord had such vague answers in this T5 application.
56. I preferred the firsthand testimony of the Tenants who moved right across the street, watched the rental unit daily, and testified that they did not ever see Kent move in or live there. I found Ariel Buchan's evidence more credible, because instead of saying she never saw Kent, she admitted she did see the Landlord's stepson, but only a short visit to pickup mail.
57. On a balance of probabilities, I found the Tenants' testimony more convincing and credible. As a result, I find that the final part of the legal test has been proven on a balance of probabilities – that the intended occupant did not move into the rental unit.

Remedies Awarded – Rent Differential, Moving Expenses & General Damages

58. The Tenants proved the bad faith eviction. They requested their rent differential for 1 year at the house across the street from the rental unit. I note that the house they moved to, while a mirror image from the outside, did not have a finished basement (so the Tenants' family lost access to a complete washroom and large playroom). Their new lease proved they pay \$240.00 more per month in rent, so the 1 year differential is \$2,880.00.
59. The Landlord objected to the late service of the new lease. I find that having allowed the Landlord to testify about some documents that were not served at all for this application (such as the declaration and supporting documents from the prior L2), the same was afforded to these Tenants to rely on late-filed evidence. The Landlord had the opportunity to cross examine the Tenants on their new lease.
60. The Tenants also claimed \$3,000.00 in moving expenses. They did not have a receipt for this at the time of the move, but they testified how they used some trucks and hired a company to help them move. The Landlord objected to the recent date of the invoice that was submitted. The Tenants admitted this invoice was specifically obtained for the hearing, but they had paid cash back at the time of the move. I find that a fair amount to award is \$1,000.00. I found the invoice suspect because it was not issued at the time of the move. However, I find it fair to award some amount to move a 3 bedroom townhouse of this size.
61. The Tenants also requested \$1,000.00 in general compensation. They had a 1 year old baby at the time of the move. I accept it was stressful to move a household with 3 young children under age 10. Even though the move was just across the street, I accept it was stressful and challenging to the family to go through. The general compensation claim is fair in my view.
62. The Tenants are also entitled to reimbursement of the filing fee for this application.

It is ordered that:

63. The tenancy is terminated September 30, 2024.

64. The total amount the Landlords shall pay the Tenants is **\$4,928.00**. This amount represents:

- \$2,880.00 for increased rent the Tenants paid for 1 year after vacating;
- \$1,000.00 for reasonable out of pocket moving expenses;
- \$1,000.00 in general compensation for the bad faith eviction; and
- \$48.00 for the cost of filing the application.

65. The Landlords shall pay the Tenants the full amount owing by February 20, 2026 (standard 11 days from the issuance date of this order).

66. If the Landlord do not pay the Tenants the full amount owing by February 20, 2026, the Landlords will owe interest. This will be simple interest calculated from February 14, 2026 at 4.00% annually on the balance outstanding.

67. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 9, 2026

Date Issued

Michelle Tan

Vice Chair, 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.