



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

**File Number:** LTB-T-079693-22

**In the matter of:** 283 Ginseng Street Ginseng Street  
Waterloo ON N2V0B3

**Between:** Jason Sauder Tenant

**And**

Navdeep Gill Landlord

Jason Sauder (the 'Tenant') applied for an order determining that applied for an order determining that Navdeep Gill (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on January 12, 2026.

The Landlord and the Landlord's representative, John Lambe, and the Tenant attended the hearing.

**Motion to Dismiss:**

1. The Landlord's representative moved that the application be dismissed because it was brought using the incorrect form of application. He argues that as the Tenant alleges bad faith in connection to an N12 notice of termination, the Tenant ought to have filed a T5 application under section 57(1) of the *Residential Tenancies Act, 2006* (the 'Act') rather than a T2 application about Tenant Rights, which was brought under s.29(1) of the Act and alleged harassed, obstructed, coerced, threatened or interfered with the Tenant. Therefore, according to the Landlord, this matter is not properly before the Board.
2. While the Landlord is correct that the Tenant used the wrong form, for the reasons that follow, the motion is denied.
3. I am satisfied the Landlord received adequate notice of the Tenant's allegations and would suffer no prejudice if this matter was permitted to proceed, albeit under a different section of the Act. In their initial application, the Tenant checked off the box indicating that the Landlord breached section 23 of the Act. Section 23 prohibits a landlord from harassing, obstructing, coercing, threatening, or interfering with a tenant.

4. While this not the correct sections of the Act for an allegation that an N12 Notice was served in bad faith, the Tenant has provided sufficient details about their allegation that the Landlord gave them an N12 notice of termination in bad faith. They have also provided an explanation as to the remedies being sought, which are remedies that would be available to a tenant under subsection 57(3). I am of the view that the details provided in the application are sufficient to provide the Landlord with adequate notice of the case to be met and to put them in a position that enables them to respond to the allegation of bad faith.
5. When asked how the Landlord would be prejudiced by allowing the Tenant to amend their application to a T5 application, the Landlord's representative submitted that the Landlord was not able to submit their own evidence in response to an application brought under subsection 57(1)(a) of the Act. I do not agree. The Tenant clearly explained in the application that was filed and served why they believe the N12 notice was served in bad faith. The Landlord had adequate notice of these allegations and could submit evidence in response to these allegations.
6. I am not persuaded that a tenant's use of an incorrect form must, in every case be fatal. The Board intended T5 forms to be used for bad faith allegations, and T2 forms for other types of Tenant Right claims. However, many self represented tenants do not understand the distinction and not being legally sophisticated, use the wrong forms.
7. In this instance, the information the Tenant provided on the T2 application was sufficient to allow the Landlord to understand the case that must be met. In addition, the remedies sought under the T2 application are available to them under a T5 application.
8. Therefore, the Landlord's request to dismiss the application is denied and the Tenant's request to amend their T2 application to a T5 application is granted.

**Determinations:**

1. For the reasons that follow, I find that the Landlord did not give the Tenant a notice of termination in bad faith.
2. There are three prerequisites to a successful T5 application pursuant to section 57(1)(b) of the Act:
  - a. the Landlord gave notice of termination under s. 49 of the Act for "purchaser's own use" in bad faith;
  - b. the Tenant vacated the rental unit as a result of the notice of termination; and
  - c. no person set out in the in notice occupied the rental unit within a reasonable time.
3. It was undisputed that the Landlord did not serve the Tenant with an N12 notice of termination under section 48 or 49 of the *Residential Tenancies Act, 2006* (the 'Act'). In other T5 applications the Board has found that the Landlord had served the Tenant with an N12 under section 49 even if a Board approved form had not been used where

the Landlord communicated to the tenant the essential elements of an N12 notice. However, in this case the Tenant has not established, on the balance of probabilities, that Landlord communicated the essential elements of an N12 - i.e. that the unit had been sold and it was necessary for the Tenant to vacate the rental unit in order to allow for purchaser to occupy the unit for residential purposes.

4. The Tenant testified that he moved into the rental unit in April 2017. The Tenant testified that in December 2021, he spoke with the Landlord on the phone and the Landlord indicated that they wanted to do renovations and sell their house. The Tenant testified that the Landlord put the house up for sale in January 2022 and there was a for sale sign on the yard. However, there were no showings. The Tenant provided that he started to look for alternative housing as he was unsure of whether the house would sell or not.
5. He testified that he found housing on May 4, 2022, and provided notice to the Landlord that he would vacate by the end of June 30, 2022.
6. He submitted into evidence an email from the Landlord sent him on May 4, 2022, advising the Tenant to vacate on or before June 30, 2022. The email stated "Please accept this letter as notice to end your tenancy effective July 1, 2022, at 283 Ginseng Street, Waterloo, N2V 0B3. As discussed, please vacated property no later than June 30, 2022."
7. The Tenant further submitted that he did not want to stay at the rental unit while renovations were being done and he wanted to move out prior to the work taking place. He submitted that he was able to secure another home and moved out as of June 30, 2022.
8. The Landlord disputed some parts of the conversation that occurred in December 2021. The Landlord testified that she did inform the Tenant that she was intending on selling the rental unit, but she disputed that she told the Tenant that he was required to vacate. Instead, the Landlord testified that she wanted to give as much notice as possible considering the Tenant had children who attended school nearby and told the Tenant to stay till the house sold.
9. The Landlord relied on the text exchange that began on March 14, 2022, in which the Landlord recounted the discussion in March 2022, stating that the Landlord confirmed that a photographer will attend the unit to take pictures, and she would be listing the home on April 2 or 3, 2022, and hoped to secure a buyer. The Landlord responded that she was considering listing the property for sale and explained her reasons why. She ultimately listed the home for sale in June 2022.
7. The Tenant testified that he accepted the Landlord's response as confirmation that he was required to vacate and began looking for alternative accommodations. The Landlord submitted into evidence that on May 6, 2022, the Tenant advised the Landlord that they secured an alternative home and requested an email as to why they wanted the Tenant to vacate and a reference letter from the Landlord. As such, the Landlord emailed the Tenant on May 4, 2022, to advise the Tenant to move out by June 30, 2022.

## Analysis

8. The first two requirements of section 57(1)(b) of the Act have not been met, as the Tenant did not move out as a result of an N12 notice of termination served pursuant to section 49 of the Act.
9. The burden is on the Tenant to establish that the Landlord gave an N12 notice of termination in bad faith and that the Tenant vacated the rental unit as a result of that notice of termination. Based on the evidence and submissions of the parties, I am not satisfied that the Tenant has proven on a balance of probabilities that he moved out of the rental unit because of circumstances akin to the Landlord having served an N12 notice of termination.
11. In this case, both witnesses struck me as being equally credible with respect to their testimony regarding the conversation that took place in December 2021. While the Tenant was firm in his conviction that the Landlord told him he must vacate by June 30, 2022, the Landlord appeared equally resolved that she did not tell the Tenant he had to vacate but was conveying her intentions to sell the rental unit.
12. I did not find the Tenant's testimony to be forthright or clear regarding why he vacated the rental unit. I found the Tenant's testimony insufficient to prove on a balance of probabilities that the notice of termination was why the Tenant vacated the rental unit. The Tenant's testimony supports that the Tenant actually left for a variety of reasons including concerns about renovations taking place at the rental unit prior to the listing.
13. I also note that in the text exchange between the parties in March 2022, when the Landlord responded that she was considering selling the rental unit, the Tenant did not follow-up with the Landlord to confirm whether she was actually selling the rental unit or not.
14. While I accept that a landlord can be held liable under section 57 of the Act even where they do not serve a notice on the Board-approved N12 or N13 form, it must generally convey the essential elements of that notice to their tenant. In this case, that the unit had been sold and that the Tenant was required to move out so the purchaser could move in. This did not happen here. The Landlord did not indicate that anyone had purchased the rental unit. In fact, the Landlord did not even refer to a potential purchaser. It is clear from the text and email correspondence submitted by the Landlord that she had an intention to sell the rental unit but not until some point in the future, in fact, the Landlord stated, "sometime in April" and did not list the property until June 2022. The Landlord never indicates that the Tenant must move out of the rental unit.
12. In all of the circumstances, it is more likely that the Tenant was aware that the Landlord would likely list the rental unit for sale at some point in the near future and due to the uncertainty of whether a purchaser may want to move into the rental unit, he chose to utilize the situation with his children and secure alternative housing arrangements.

13. For the foregoing reasons, I find that the Tenant has failed to prove, on a balance of probabilities, that the Landlord gave an N12 notice of termination in bad faith and that the Tenant vacated the rental unit as a result of that notice of termination.
14. Since all of the elements of s. 57(1)(b) have not been satisfied, the application is dismissed.

**It is ordered that:**

1. The Tenant's application is dismissed.

**February 24, 2026**  
**Date Issued**

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Vinuri Sivalingam  
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.