



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

File Number: LTB-T-056597-24

In the matter of: 243, 15 Merchants' Wharf
Toronto ON M5A0N8

Between: Jakob Wanger Tenants
Ngoc-Nhu Jennifer Nguyen

And

Ruiyu Yang Landlord

Jakob Wanger and Ngoc-Nhu Jennifer Nguyen (the 'Tenants') applied for an order determining that Ruiyu Yang (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on February 10, 2026.

The Landlord, the Landlord's Legal Representative, Anja Perc, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

N12 Notice not Given in Bad Faith:

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. The parties agreed that the Landlord served the Tenants an N12 notice. It was also agreed that the Landlord's parents did not occupy the rental unit and the unit was listed for rent on April 14, 2024.

4. As the parties agreed that the Landlord had listed the rental unit for rent within 12-months of the Tenants vacating, this invokes section 57(5)(c) of the Act where it is presumed that the Landlord gave the N12 notice in bad faith unless they provide evidence to rebut the presumption.
5. The Landlord testified that when she served the N12 notice on February 16, 2024, her parents who had been living with her in Oshawa intended to move into the rental unit. The Landlord further testified that her grandmother in China became sick on February 19, 2024, however, they did not think it was serious as at that point she had only been in the hospital for 2 weeks and thought she would be fine. The Landlord testified that her grandmother, who was 87-years-old, did not get better and remained in the hospital, so she and her parents decided to go back to China to be with her in March 2024.
6. The Landlord testified that her parents flew to China with her youngest child on March 27, 2024 and she flew to China on April 22, 2024. The Landlord testified that her father did not return to Canada until summer 2025 and her mother remains in China with her grandmother.
7. The Landlord testified that once her parents flew to China at the end of March 2024 she had contacted her real estate agent to list the rental unit for rent again on April 14, 2024 with possession on May 1, 2024 with rent at \$2,300.00 per month. When asked why the Landlord had not told the Tenants they could stay, the Landlord testified that she told her real estate agent to contact the Tenants and tell them they could stay, but they had already signed a new lease on February 29, 2024, and on March 2, 2024 the Tenants served an N9 terminating their lease on March 31, 2024. The Tenants testified that the real estate agent never contacted them and told them that they could stay in the unit.
8. The Tenants testified that they believe that the N12 notice was given in bad faith and that the Landlord's parents never intended to move into the rental unit.
9. Based on the evidence provided, I am satisfied that the Landlord has rebutted the presumption of bad faith. I am satisfied that the Landlord served the N12 notice in good faith and her parents genuinely intended to live in the rental unit for at least 12 months. I accept the Landlord's evidence that her grandmother became sick after the N12 notice was served, despite no documentary evidence being provided. I also accept the Landlord's evidence that her and her parents flew to China and resided there for over 1.5 years while her grandmother was sick. I further accept that her grandmother becoming sick was an unforeseen circumstance that changed the Landlord's family's priorities. I accept that the Landlord decided to re-rent the rental unit as a result in the change of circumstances and not based on bad faith, as the rent was essentially the same as what the Tenants had been paying. As a result, I am satisfied that the Landlord served the N12 in good faith.
10. As the Tenants did not establish the bad faith of the Landlord in serving the N12 notice, the application must be dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

March 5, 2026
Date Issued

Allana McComb
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.