



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

Citation: Saychko v Ellis, 2026 ONLTB 21095

Date: 2026-03-10

File Number: LTB-T-048343-25

In the matter of: 1601, 59 Annie Craig Drive
Toronto ON M8V1A1

Between: Mikhail Saychko Tenant

And

Liam Ellis Landlord
Mirani Investments Inc

Mikhail Saychko (the 'Tenant') applied for an order determining that Liam Ellis and Mirani Investments Inc (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 3, 2026.

Only the Legal Representative for the Purchaser Liam Walker, the Legal Representative for the Tenant Roderic McRandall and the Tenant attended the hearing.

As of 9:05 a.m., the Landlord Liam Ellis was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

Preliminary issue – s. 57(2)

1. There was no dispute that the Tenant received an N12 from the Landlord for the purpose of purchasers use and vacated the rental unit on March 22, 2024.
2. The Tenant filed their T5 application with the Board on May 22, 2025.
3. The Board raised the issue of the T5 application being filed after the one-year limitation period set out in section 57(2) the *Residential Tenancies Act*, 2006, (the 'Act').

4. It was undisputed that the Tenant filed their T5 application with the Board more than one year after the Tenant vacated the rental unit.
5. The Legal Representative acting on behalf of the purchaser, Mirani Investments Inc sought the dismissal of the application on the basis of section 57(2) of the Act.
6. The Tenant's Legal Representative relies on the discoverability principle in law which addresses the limitation period for legal claims. The premise being that the cause of action will not accrue for the purposes of the running of a limitation period until the material facts on which the cause of action is based have been discovered or ought to have been discovered by the plaintiff, here, by the Tenant, by the exercise of reasonable diligence.
7. Here, it was submitted that the Tenant did not have the contact information for the purchaser, was not able to contact them, and only became aware the purchaser did not move into the rental unit when they listed the unit for rent sometime in August 2024.

8. Section 57(2) of the *Act* states:

No application may be made under subsection (1) more than one year after the former tenant vacated the rental unit.

9. The wording of section 57(2) in the *Act* is clear. A Tenant must file their T5 application within one year of the date they vacated the rental unit.
10. As a result of the one-year limitation period in the *Act*, the Board has no jurisdiction to deal with the Tenant's T5 application.
11. The T5 application is dismissed as the Tenant did not bring the application within the limitation period required by the *Act*.

Costs Submissions:

12. The Purchaser is seeking costs in relation to this application. It was argued that Tenant and their legal representatives was aware of the limitation period prior to the hearing yet they still proceeded with their application.
13. The Tenant's Legal representative submitted that there should not be consideration for costs in this regard.
14. The *Statutory Powers Procedure Act* at section 17.1 (2) states:
 - 17.1(1) Subject to subsection (2), a tribunal may, in the circumstances set out in rules made under subsection (4), order a party to pay all or part of another party's costs in a proceeding.
 - (2) A tribunal shall not make an order to pay costs under this section unless,
 - a) The conduct or course of conduct of a party has been unreasonable, frivolous or vexatious or a party has acted in bad faith.

15. Section 204(2) of the *Act* gives the Board the authority to order that costs of a party be paid by another party:

The Board may order a party to an application to pay the costs of another party.

16. Having heard the parties' costs submissions, and upon considering the applicable legislation as set out above, I do not find that the behaviour of the Tenant unreasonable or that they were acting in bad faith. The legal representative as appearing on behalf of the Tenant attended to raise a legal argument which in these circumstances, given the strict interpretation and intent of the *Act* could not cure the admissibility of the application to be heard on its merits.

17. The Purchaser's request for costs is therefore denied.

It is ordered that:

1. The Tenant's T5 application is dismissed.

March 10, 2026
Date Issued

Alicia Johnson
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.