



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

File Number: LTB-T-054003-25

In the matter of: 200 SQUIRE CRES
OAKVILLE ON L6H 0L6

Between: Elizabeth Cheung Tenants
Gary Yeung

and

Dylan Law Landlord

Elizabeth Cheung and Gary Yeung (the 'Tenants') applied for an order determining that Dylan Law (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on January 26, 2026.

The Landlord and his representative, Maria Sturino, and the Tenant, Elizabeth Cheung, attended the hearing. Elizabeth Cheung testified on behalf of the Tenants.

Determinations:

1. The Tenants requested to remove Natalie Ameera Yeung from the application because she is not named on the tenancy agreement and is a minor. The Landlord's representative did not object and I consented to the amendment.

Tenants' T5 Application

2. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
3. 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 Tenants received an N12 notice of termination under s. 48;
 - The Tenants moved out of the rental unit as a result of the notice;
 - The notice was given in bad faith; and
 - The person who was supposed to move into the rental unit failed to occupy the unit within a reasonable period of time after the Tenants moved out.

4. There is no dispute between the parties with respect to the first two elements of the legal test. The Landlord served an N12 notice dated June 8, 2024, with a termination date of August 31, 2024, for the Landlord's personal use, in accordance with section 48 of the Act. The Tenants moved out of the rental unit on July 20, 2024, as a result of the N12 notice.
5. The Tenants did not prove the remaining requirements in subsection 57(1)(a): whether the Landlord, or another person permitted under subsection 48(1) of the Act, occupied the rental unit within a reasonable time after the Tenants vacated; and whether the N12 notice was served in bad faith.

Submissions of the parties

6. The Tenants testified that she primarily communicated with the Landlord's father, who told her that the Landlord intended to move into the rental unit because he was getting married in September 2024. The Tenant testified that the reason they moved out was because they believed the Landlord was getting married. The Tenant also claimed that the N12 notice was not signed by the Landlord, which caused them to doubt whether the Landlord intended to occupy the unit.
7. The Tenant further testified that between August and November 2024, she attended at the rental property every three weeks while traveling to the Oakville hospital. She indicated that during these visits there were no vehicles in the driveway and shutters were closed. The Tenant indicated that she observed the unit from her car but did not take photographs or videos of these observations because she did not intend to file an application at that time.
8. The Tenant claims that she believes the property was not occupied because prior to November 2024, the property was not blurred on Google Maps but now appears to be blurred out. The Tenants did not have any documentary evidence in support of this claim or a clear explanation as to its relevance.
9. The Tenants testified that she received a text message from her neighbour at "202 Squire" on February 24, 2025, stating that there is no one living in the unit and that the Landlord lives with his father and only parks his vehicle at the rental unit. This was the only documentary evidence the Tenants relied on; however, this screenshot of a text message is not dated nor does it verify the sender. In addition, this neighbour did not attend at the hearing to provide their testimony.
10. During cross examination, the Tenant confirmed that she searched online but did not find any evidence that the rental unit had been listed for rent or sale.
11. The Landlord testified that he moved into the rental unit in the week of July 20, 2024, with his fiancé. He confirmed that he moved his personal belongings into the unit and began residing there full time as his permanent residence. He referred to several documents in support of his testimony, including his driver's license issued August 19, 2024, confirmation of home insurance dated July 29, 2024, letter directed to the rental unit confirming Landlord's dental insurance dated July 2, 2025, and electricity and hydro consumption for July to October 2024.

12. The Landlord further testified that he works downtown and attends at the office in person Monday to Wednesday. He indicated that when he is not home, he closes his shutters and most of the Tenant's observations were during business hours. He also indicated that he does not park his vehicle in the driveway because he owns an electric vehicle that he charges in the garage. The Landlord testified that he has been living in the rental unit continuously since July 20, 2024 and has not listed the property for rent or sale.

Reasons for the decision

13. I find the Landlord's testimony to be direct and supported by documentary evidence showing that he moved into the unit shortly after the Tenants vacated.
14. In this case, the evidentiary burden rests with the Tenants. I find that the Tenant's evidence is insufficient to establish, on a balance of probabilities, that the Landlord failed to occupy the rental unit within reasonable time after they vacated. The Tenant's evidence consisted primarily of periodic observations from outside the unit, including the absence of visible vehicles and the fact that the blinds were closed during her visits.
15. While I accept that the Tenant attended the property every three weeks between August and November 2024, her observations are insufficient to establish that the unit was unoccupied. The Tenants did not provide photographic or documentary evidence of non-occupancy and did not call any witnesses in support of her allegations. Further the Tenants relied on a text message from a neighbour who did not attend at the hearing to provide evidence or be questioned.
16. Therefore, I find that the Tenants did not establish on a balance of probabilities that the Landlord failed to occupy the rental unit within reasonable time after the Tenants vacated or that the N12 notice was served in bad faith.

It is ordered that:

1. The Tenants' application is dismissed.

March 17, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenants 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.