



Order under Section 57 Residential Tenancies Act, 2006

Citation: Huang v Shi, 2026 ONLTB 23101

Date: 2026-03-20

File Number: LTB-T-049229-25

In the matter of: 37 EMMELOORD CRES
UNIONVILLE ON L3R1P7

Between: Xin Huang
Na Li
Tenants

And

Shufang Shi
Wei Fang
Landlords

Xin Huang and Na Li (the 'Tenants') applied for an order determining that Shufang Shi and Wei Fang (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on March 9, 2026.

The Tenant Xin Huang, the Tenants' Representative Yu Tong, the Landlords, the Landlord's Representative Rong Wei Yu attended the hearing.

Also in attendance was a Mandarin Interpreter, the Tenants' witnesses Eric Spalvieri and Xinyu Zhang and the Landlords' witnesses Belinda Fang, Jean-Claude Le Pichouron and Hanna Moon.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenant to prove each of the following on a balance of probabilities:
 - The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act;
 - The Tenant 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 Tenant vacated; and
 - The Landlord served the N12 notice of termination in bad faith.
3. It was uncontested that the Landlord served the Tenant with a notice of termination under section 48 of the Act and the Tenant moved out because they received the notice.
 4. The dispute between the parties is the allegation that the Landlord's daughter did not move into the rental unit within a reasonable period of time after the Tenant vacated. The Tenant alleges the Landlord rented the unit to a new tenant.
 5. There is no dispute that the Tenant moved out of the rental unit on June 15, 2024, because of the N12 notice.

Tenant's Evidence

6. The Tenant Xin Huang (XH) testified that the rental unit is a detached home with 5 bedrooms and 4 bathrooms, which they moved into on April 15, 2020, and moved out of on June 15, 2024.
7. XH testified that they were served an N12 notice for the Landlord's daughter to take possession of the unit and the termination date on the notice was February 14, 2024.
8. XH further testified that a hearing was held and an order issued for termination of the tenancy. A copy of the daughter's declaration, the N12 notice and the Order was submitted as evidence.
9. XH testified that after vacating the unit he returned to the unit on May 30 and 31, 2025 and discovered the house was being renovated. A copy of the recording of the conversation with the construction worker and pictures of construction work was submitted as evidence.
10. XH testified that the Landlord's N12 was served in bad faith because the Landlord's daughter did not move into the unit.
11. Under cross-examination, XH testified that his friend has seen someone else living in the unit but when he attended the unit he only entered the main door and exited the garage door and did not see the upstairs of the unit, and although he had seen lights on in the upstairs when driving past previously but was unaware who was in the upper portion of the unit.
12. The Tenant's witness Xinyu Zhang (XZ) testified that he knew the Tenant from going to school with their son and to assist them with this matter, he attended the unit on October 15, 2024 and a 20-25 year old male answered the door saying he lived in the unit with his aunt and his aunt was the owner of the home.
13. XZ testified that he returned to the unit again on November 25, 2024 and the same young man answered the door and there was an unknown woman in the kitchen. He further testified that he was unaware if there was anyone else in the house.

Landlord's Evidence

14. The Landlord's witness Hannah Moon (HM), a long-term friend of the Landlord's daughter, testified that she knows the Landlord's daughter Belinda Fang (BF) moved into the unit in the summer of 2024 and that she has seen some renovations happening in the house in May 2025.
15. HM testified that BF still lives in the unit and lived there during the renovations.
16. The Landlord's witness Jean-Claude Le Pichouron (JP) testified that he has lived right across the street from the unit for over 30 years and has known the Landlord and family since they moved into the house in 2011.
17. JP testified that he has seen BF move back into the house in the early summer of 2024 when he noticed the u-haul truck and the family there helping BF move her belongings into the unit.
18. JP testified that BF is still living in the unit and he occasionally sees her coming or going or her friends coming over.
19. The Landlord Wei Fang (WF) testified that he served the Tenant the N12 for his daughter to move back into the unit as this was originally the family residence and was meant to be a home for his daughter for her future.
20. WF testified that some renovations have taken place since BF moved into the unit but she remained in the unit while the renovations were being done.
21. WF testified that the utilities and internet were switched back into his wife's name and copies of the bills were submitted as evidence.
22. The Landlord's daughter BF testified that she moved back into the unit on July 28, 2024 after moving out of the condo she had shared with other roommates.
23. BF testified that she still lives in the unit and has not moved out, even during some minor renovations which were completed.

Analysis

24. The Tenant must prove on a balance of probabilities the 4 elements contained in subsection 57(1)(1) of the Act as outlined above.
25. The first and second elements are uncontested; the parties agree that the Tenant moved out of the rental unit as a result of the N12 notice of termination served by the Landlord under section 48 of the Act.
26. With respect to the issue of whether the Landlord's daughter moved into the rental unit within a reasonable amount of time after the Tenant vacated, I find the Landlord's witnesses all provided straightforward and consistent evidence establishing that the Landlord's daughter had moved into the rental unit on July 28, 2024, after providing proper notice to her former landlord.

27. The Tenant and the Tenant's witness also gave straightforward and consistent evidence in respect to their belief that the unit was rented to another tenant after the Tenant vacated but none of the evidence amounted to anything more than speculation.
28. Based on all of the evidence and the testimony before me, I find on a balance of probabilities that the Landlord's daughter did occupy the rental unit within a reasonable time after the Tenant vacated the unit, therefore, the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

March 20, 2026

Date Issued

Brenda Mercer

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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