



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

File Number: LTB-T-039581-25

In the matter of: 6, 100 QUIGLEY RD
HAMILTON ON L8K6J1

Between: Justin Lepage Tenants
Melissa Wambolt

And

Angela Rakic Landlord

Justin Lepage and Melissa Wambolt (the 'Tenants') applied for an order determining that Angela Rakic (the 'Landlord') gave a notice of termination in bad faith.

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

The Tenants and the Landlord and the Landlord's Representative, Nilo Grabar 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.
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 Tenant 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 Tenants lived in the rental unit for approximately 8 years.
4. On or about August 3, 2023, the Tenants received a copy of an N12 notice to terminate a tenancy for the Landlord's spouse's own use and personal occupation of the rental unit. The notice of termination sought vacant possession of the rental unit on or before October 31, 2023.

5. The Tenants did not want to vacate the rental unit but agreed to do so because of the issuance of the n12 notice. The Tenants did not believe that they had grounds to fight an own use eviction. The Tenants vacated the rental unit on June 30, 2024.
6. The Tenant, Justin Lepage (J.L.), testified that his father-in-law lived across the street from the rental unit and that he did not see the Landlord's husband occupy the rental unit. J.L. also testified that his father-in-law saw someone other than the Landlord's husband moving into the rental unit sometime in January 2025.
7. J.L. testified that on February 23, 2025, he had a conversation with a lady who confirmed that she lived in the rental unit and that the Landlord's husband was on vacation. The lady also mentioned not seeing the Landlord's husband very often. The Tenants tendered evidence into the Board, in the form of a video recording of the conversation between the Tenant and the individual.
8. J.L. testified that the only motor vehicle that he observed in the driveway was that of the unknown individual and not that of the Landlord's husband. The Tenants tendered multiple photographs into evidence showing a motor vehicle parked in the driveway. The photographs were taken between January 2025, through to March 2026.
9. The Tenants sought compensation for rent differential. The Tenants also testified that the new unit they moved into from the rental unit was purchased and not rented. Accordingly, no compensation can flow from a rent differential based on these circumstances.
10. The Tenants sought \$1,000.00 for moving expenses which the Tenants paid in gas for having to move their personal belongings in a small motor vehicle over the course of multiple trips.
11. The Tenants sought general compensation in the amount of \$5,000.00 for all the stress they had while looking for alternative housing. The Tenants were also the parents of twins at the time of having to move out of the rental unit and secure alternative housing.
12. On cross-examination, the Tenants agreed that they were in arrears at the time of receiving the n12 notice of termination but maintained that said arrears were low at that time and that their decision to move out was based on the N12 notice of termination, and not the arrears owing at that time.
13. The Tenants agreed that they vacated the unit pursuant to a consent order reached by the parties at the Board.
14. The Tenants' understanding of the hearing held was that it was for the arrears of rent, late payment of rent, and Landlord's own use. The Tenants agreed that at the time of the hearing they had already secured alternative housing.
15. The Landlord, Angela Rakic (A.R.), is the Landlord/owner of the rental property. She confirms issuing the Tenants a copy of an N4, N8, and N12 on August 4, 2023. The N12 was issued for the Landlord's spouses own use and had a termination date of October 31, 2023.

16. A.R. testified that the reason she wanted the unit for her husband was because he is a truck driver and he was being asked to do more local jobs which required him to normally find temporary accommodation. A.R. felt as though the unit would be well suited for her husband and would save him from having to rent temporary accommodation.
17. A.R. testified that she resides between the rental unit when she is in Canada, as well as Los Angeles, and Europe where she spends a lot of time because her daughter is currently studying in school. A.R. visits Canada a few times a year.
18. A.R. testified that her husband occupied the rental unit on July 12, 2024, and that he continues to live at the rental unit as of the date of the hearing. A.R. testified that her husband would stay in the rental unit when he is in Ontario, for all his short-haul jobs. This is her husband's primary residence in Ontario.
19. A.R. also testified that she allowed her cousin to move into the property and live in the property with her husband. A.R. testified that her cousin was a single mother who was facing difficult challenges in her life, and she just wanted to be able to help by allowing her to stay at the property. A.R. testified that she does not charge any rent from her husband or her cousin for staying at the property.
20. A.R. also testified that her cousin is the individual that drives the vehicle as shown in the Tenants' photographs entered as evidence.
21. On cross-examination, A.R. confirmed that her cousin was living in the rental unit as of January 2025. A.R. also confirmed that her cousin was not paying her any rent to live in the rental unit.
22. A.R. confirmed that the N12 notice did not mention her cousin staying at the rental unit.
23. The Landlord's Witness, Nebojsa Rakic (N.R.) is the Landlord's husband. He is employed as a full time short/long haul truck driver.
24. N.R. testified that he moved into the rental unit sometime in July 2024. He described the unit as having 3 bedrooms upstairs, one of which he used as his bedroom. He testified that he is at home once every two weeks depending on his driving schedule and stays for an average of 48 to 72 hours in between hauls. This varies based on his schedule.
25. N.R. testified that when he initially moved into the rental unit he took very little with him because he primarily needed a place to sleep at night and cook when he is at home in between work. N.R. testified that he slowly began to add more items and furnishings as time went on. N.R. spends most of his time on the road working.
26. N.R. testified that prior to moving into the rental unit, he would have to rent temporary accommodation or impose on friends to have a place to stay in between jobs. This was very inconvenient because he did not want to continue to impose on his friends and the cost of renting temporary accommodation was also expensive.
27. N.R. testified that on or about January 2025, his wife's cousin and her son moved into the rental unit with him. His wife's cousin was a single mother who had gone through a difficult time. He testified that his wife's cousin occupied one of the bedrooms upstairs, her son occupied the second, and he occupied the third.

28. The Landlord tendered multiple documents into evidence showing that the Landlord's husband's and Landlord's address are identified as that of the rental unit.
29. N.R. testified that the driveway is limited to one parking space and that he used to park on the driveway when he initially moved into the unit. He testified that his motor vehicle broke down shortly after he moved into the unit and that he went on vacation to Serbia to visit his wife. When he returned his wife's cousin was using the driveway to park her motor vehicle.
30. N.R. also testified that his wife's cousin would sometimes drop him off at work and pick him up when he returned from work. He confirmed that he would normally spend 48 to 72 hours at the rental unit before having to go back on the road for work. He maintained that this was his only residence in Ontario.
31. On cross-examination, he confirmed that although the address shown on the Landlord's evidence shows the rental unit as his address, the postal code is incorrect.
32. N.R. confirmed that he used to drive a PT Cruiser.
33. N.R. confirmed that he performed some minor work in the kitchen.
34. N.R. had some difficulty in identifying the specific location of the electrical panel. He claimed that he is not very handy and has a handyman or person who always helps them with any issues concerning the property.
35. The Landlord's Witness, Mirjana Smijanac (M.S.), testified that she is the cousin of the Landlord. She also confirmed that she moved into the rental unit with her son in January 2025.
36. M.S. testified that she moved into the rental unit because she had a marital breakdown with her partner and that she needed a place to go. The Landlord was kind enough to extend the courtesy of letting her move into the property and live rent free. M.S. understood that she would be living in the unit with her cousin's husband.
37. M.S. testified that at the time she occupied the rental unit in January 2025, one of the bedrooms upstairs had been fully furnished and occupied by the Landlord's husband, and the main level was semi furnished with some items. M.S. confirmed that she has one room upstairs, her son has one room upstairs, and her cousin's husband has one room upstairs.
38. M.S. confirmed that she drives and owns the motor vehicle that is parked in the driveway. M.S. also confirmed that the Landlord's husband no longer drives a car and that she sometimes picks him up and drops him off at work. M.S. testified to seeing the Landlord's husband an average of once every two weeks and/or 2 to 3 times in a month.
39. M.S. explained that when she moved into the unit in January 2025, her cousin's husband was out of the Country and returned sometime in February 2025. Hence, the reason she had not seen him very often. He left again in May 2025 and returned in June 2025. Aside from these dates, he would work on the road and return in between work hauls.

40. M.S. remembers speaking with the Tenant J.L. but states that she may have been dishonest with the Tenant because she did not want to tell a stranger that she had just gone through a separation with her partner. She preferred to say she was waiting for her new home to be built. This was not the case.
41. On cross-examination, M.S. confirmed that she used the rental unit address as her primary address for Canada Revenue Agency and otherwise.
42. M.S. confirmed admitted to being dishonest when speaking to the Tenant because she did not know who he was.
43. M.S. confirmed that the Landlord's husband is at the rental unit on regular basis between 2 to 3 times per month for an average of 48 to 72 hours per stay at the unit.
44. The Tenants have proven some of the requirements in subsection 57(1)(a). I am satisfied that the Landlord served the Tenants an N12 Notice, I am also satisfied that the Tenants vacated the rental unit pursuant to the N12 notice, I am not satisfied that the person who was listed in the N12 notice, which in this case was the Landlord's husband, failed to occupy the rental unit within a reasonable time after the Tenants vacated.
45. The reasons I make this finding is because the evidence of the Landlord, Landlord's husband, and Landlord's cousin were all consistent throughout the hearing. The Tenants' evidence relied on hearsay with respect to what the Tenant's father-in-law witnessed or saw because they were not at the hearing to testify or be cross-examined. I am satisfied that the Landlord's husband occupied the rental unit shortly after the Tenants vacated. Therefore, the Tenants' application must be dismissed as the Tenants must prove all four elements for their application to be successful at the Board.

It is ordered that:

1. The application is dismissed.

March 23, 2026
Date Issued

Ilan Shingait
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.