



Order under Section 57 Residential Tenancies Act, 2006

Citation: Melnechenko v Ardic, 2026 ONLTB 23082

Date: 2026-03-19

File Number: LTB-T-044928-25

In the matter of: 590 DEVON AVE
OSHAWA ON L1H1R8

Between: Katherine Melnechenko Tenants
Kevin Pekelny

And

Coskun Ardic Landlord

Katherine Melnechenko and Kevin Pekelny (the 'Tenants') applied for an order determining that Coskun Ardic (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 2, 2026.

Only the Tenants attended the hearing.

As of 10:40 a.m., the Landlord 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:

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.

T5 Application

2. Applications under section 57 of the *Residential Tenancies Act, 2006* (the 'Act'), can only contemplate remedies where a notice is given under section 48, 49, or 50 of the Act:

57 (1) The Board may make an order described in subsection (3) if, on application by a former tenant of a rental unit, the Board determines that,

(a) the landlord gave a notice of termination under section 48 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and no person referred to in clause 48 (1) (a), (b), (c) or (d) occupied the rental unit within a reasonable time after the former tenant vacated the rental unit;

(b) the landlord gave a notice of termination under section 49 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and no person referred to in clause 49 (1) (a), (b), (c) or (d) or 49 (2) (a), (b), (c) or (d) occupied the rental unit within a reasonable time after the former tenant vacated the rental unit; or

(c) the landlord gave a notice of termination under section 50 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and the landlord did not demolish, convert or repair or renovate the rental unit within a reasonable time after the former tenant vacated the rental unit.

3. The Tenants checked off the box in the application that the reason for filing their application was that the Landlord gave the Tenants an N13 Notice to End your Tenancy ('N13 Notice') because the Landlord wanted to demolish the rental unit, repair, or convert it to another use. This type of notice is given under s. 50 of the Act.
4. The Tenants testified that they received a telephone call from the Landlord's leasing agent, Jennifer Finney, on November 18, 2024. The leasing agent indicated that the Landlord intended to sell the rental unit because the Landlord "had no choice" as he was going through financial difficulties. The Tenants were informed that they needed to be out of the rental unit as soon as possible and preferably by the end of the year as the Landlords wanted to list the house as soon as they could.
5. The Tenants indicate because of this telephone call, they began looking for a rental unit immediately. The Tenants wanted to cooperate with the Landlord and make the process easy for the Landlord. The Tenants vacated the rental unit on February 28, 2025.
6. The Tenants state that the rental unit was listed for sale on March 21, 2025, but that it was taken off the market shortly after because the rental unit did not sell. On May 21, 2025, the rental unit was listed for rent, for \$200.00 per month more than what the Tenants were paying prior to them vacating. The Tenants received this information from their own leasing agent and confirmed it themselves by utilizing Zolo, which is a real estate marketplace. The Tenants' position is that the rental unit was not sold and instead the Landlord re-rented the unit at a higher price which means that the Landlord gave a notice in bad faith and that the Tenants should be entitled to compensation under the Act.
7. I find that a telephone call can constitute notice under the Act. While the notice does not need to be on a Board form to give rise to a remedy under s. 57 of the Act, it does need to contain a valid reason for termination akin to those described in section 48, 49, or 50 of the Act.

8. In this case, it is clear that the telephone call between the Tenants and the Landlord's leasing agent did not fall under s. 50 of the Act since the Landlord did not ask the Tenants to vacate to demolish the rental unit, repair, or convert it to another use.
9. Therefore, the application must fail.
10. Even if, as an alternative, I amended the application and considered whether the notice was given under the remaining sections 48 or 49 of the Act, the application would also fail.
11. First, there was no mention to the Tenants that the Landlord or anyone listed under s. 48 of the Act was going to occupy the rental unit for the purpose of residential occupation for a period of at least one year. Therefore, this does not constitute notice under s. 48 of the Act.
12. Next, through the Tenants' own testimony, the house was not listed until after the tenancy terminated. Simply stating to the Tenants that they need to vacate the rental unit as it will be listed for sale at some point, does not constitute notice under s. 49(1) under the Act.
13. I find that the Landlord's request was not binding on the Tenants. This led to the unfortunate result of the Tenants vacating the rental unit unnecessarily. While this is understandably frustrating to the Tenants, it does not change the nature of the discussions between the Tenants and the Landlord's leasing agent. As the Tenants have failed to prove that notice was given under s. 48, 49 and 50 of the Act, this application under section 57 must be dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

March 19, 2026
Date Issued

Paula West Oreskovich
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.