



Order under Section 57 Residential Tenancies Act, 2006

Citation: Leclair v Ramanathan, 2026 ONLTB 25057

Date: 2026-03-24

File Number: LTB-T-103262-24

In the matter of: 9 HORNE AVE
AJAX ON L1T3Y9

Between: Tyler Jeffrey Leclair Tenants
Kaitlin Nicole Mangos

And

Nadarajah P. Ramanathan Landlord

Tyler Jeffrey Leclair and Kaitlin Nicole Mangos (the 'Tenants') applied for an order determining that Nadarajah P. Ramanathan (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on December 11, 2025.

The Landlord, the Landlord's Representative, Parastoo Naderi, the Landlord's Interpreter, Thiviyiah Pushparajah, the Tenants, and the Tenants' Representative, George Brown, attended the hearing. The Tenants also had one witness attend the hearing on their behalf, Drean Smith.

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. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
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 Landlord gave the Tenants 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.

4. It was undisputed that the Landlord served an N12 notice of termination claiming the Landlord required vacant possession of the rental unit for their child's occupation. It was also undisputed that the Tenants vacated the rental unit on October 30, 2024.
5. It was disputed that the Tenants vacated because of the N12 notice of termination. It was the Landlord's position that the Tenants rushed out and had plenty of time to find a suitable rental unit. The Tenants testified that they moved out because they were served an N12 notice and told that the Landlord's daughter was moving in.
6. I am satisfied that the Tenant's vacated because of the N12 notice of termination. I am satisfied that even if they rushed their move out, it was in response to being served the N12 notice of termination. As such, I am satisfied that the Tenants have proven that they vacated the rental unit as a result of the N12 notice of termination.
7. It was also disputed if the Landlord's daughter occupied the rental unit within a reasonable time after the Tenant's vacated. Again, it was undisputed that the Tenants vacated on October 20, 2024.
8. The Tenant, Tyler Leclair ("TL"), testified that he did not see anyone move into the rental unit but did the rental unit listed for rent after the Tenants vacated. TL testified that he was unsure of the status of the rental unit as of the hearing date.
9. Drean Smith ("DS") testified that he lives about 3 houses away from the rental unit and knows the Tenants. DS testified that after the Tenants moved out of the rental unit he has not seen anyone move in. DS testified there have been no lights on and no vehicles in the driveway, but there is a garage at the rental unit.
10. The Landlord testified that his daughter moved into the rental unit February 1, 2025. The Landlord testified that his daughter changed her driver's license and utilities to the rental unit prior to moving in so that she could enroll her child into school in the area prior to moving in. The Landlord testified that his daughter did not move in right away because some renovations took place between when the Tenants vacated at the end of October and when his daughter moved in at the beginning of February 2025.
11. The Landlord provided copies of utility bills and his daughters driver's license all of which have the rental unit as his daughter's address. Again, the Landlord provided that although the address was changed prior to her moving in, it was done so that the Landlord's daughter could enroll the Landlord's granddaughter in school, but his daughter did move into the rental unit on February 1, 2025.
12. The standard of proof in proceedings before this Board is "proof on a balance of probabilities." By that standard, the party bearing the burden of proof must show with evidence that it is "more likely than not" that their assertions are true.
13. It was the Tenants' burden to show that it was more likely than not that the Landlord's daughter did not move into the rental unit within a reasonable time after the Tenants vacated the rental unit.
14. Here, I am not satisfied that the Tenants have carried their burden to establish that the Landlord's daughter did not move into the rental unit within a reasonable time.

15. I accept the Landlord's evidence that his daughter moved in on February 1, 2025. I am not persuaded by the Tenants evidence that the Landlord's daughter is not living in the rental unit. Just because DS has not seen lights or a vehicle in the driveway does not mean that the rental unit is vacant. ON the other hand, the Landlord has presented a driver's license and utility bills as well as consistent testimony that his daughter moved in on February 1, 2025.
16. The question then becomes if the Landlord's daughter moved in within a reasonable time after the Tenants vacated the rental unit. While it is undisputed that the Tenants vacated on October 20, 2024, TL also testified that there was a second N12 notice that was served to the Tenants with a termination date of December 31, 2024. So, while the Tenants may have vacated the rental unit by October 30, 2024, they actually had until December 31, 2024.
17. The Landlord's testimony was that his daughter was living with a friend and had an obligation to remain at her previous residence, and she moved in as soon as possible after the renovations and her obligations to her friend were complete.
18. I am satisfied that the Landlord's daughter moving in on February 1, 2025, was reasonable in light of the actual termination date of December 31, 2025, the Landlord's daughter's obligations to her previous accommodations, and the renovations that took place.
19. Therefore, I am not satisfied that the Tenants established that the Landlord's daughter did not move into the rental unit within a reasonable time.
20. Since the Tenants did not prove the following requirement in subsection 57(1)(a): no person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated, I do not have to address whether the notice was served in bad faith.
21. As such, the Tenants' application must be dismissed.

It is ordered that:

1. The Tenants application is dismissed.

March 24, 2026
Date Issued

Nicole Pedron
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.