



Order under Section 57 Residential Tenancies Act, 2006

Citation: Young v Lee, 2026 ONLTB 27740

Date: 2026-04-10

File Number: LTB-T-064300-25

In the matter of: 1015, 628 FLEET ST
TORONTO ON M5V1A8

Between: Robert Duff Young Tenant

And

Yuk Fai Lee Landlord

Robert Duff Young (the 'Tenant') applied for an order determining that Yuk Fai Lee (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 30, 2026.

The Landlord, assisted by interpreter Peter Poon's assistant, the Landlord's Legal Representative, Tony Chau, the Landlord's witness, Michael Ouzas, and the Tenant attended the hearing.

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. The rental unit is a one bedroom, self contained apartment in a condominium building. The Tenant moved into the unit in June 2012 and vacated on August 31, 2024. The monthly rent was \$1,510.00.

4. The parties do not dispute that, on April 24, 2024, the Landlord served the Tenant with an N12 notice of termination with a termination date of June 30, 2024. The notice stated that the Landlord required vacant possession of the rental unit for her own residential use under section 48 of the Act. The parties also do not dispute that they later signed an N11 agreement terminating the tenancy in August 2024 and that the Tenant vacated the rental unit on August 31, 2024.
5. Subsection 57(1) of the Act specifically requires that the application be filed by a former tenant, and the former tenant has the onus to prove that all three conditions have been met before the Board can grant a remedy under subsection 57(3) as the following:
 - Did the Landlord give a notice of termination under section 48 in bad faith.
 - Did the Tenant vacate the rental unit as a result of the notice?
 - Did the Landlord fail to occupy the rental unit within a reasonable time after the Tenant vacated?

Did the Tenant move out pursuant to the N12?

6. At the hearing, the Landlord's Legal Representative argued that the Tenant moved out voluntarily because he signed an N11 agreement to terminate the tenancy. However, the evidence shows that the Landlord first served the N12 notice and then filed an L2 application based on that notice. The Tenant testified that he ultimately signed the N11 agreement and moved out at the end of August 2024, but that he did so because of the N12 notice and the surrounding circumstances. He also testified that he did not owe any rent arrears when he signed the N11 agreement.
7. Based on the evidence before me, I am satisfied that the Tenant did not move out solely of his own volition. The N11 agreement was entered into after the N12 notice had been served and after the Landlord had commenced proceedings based on that notice. In the circumstances, I find that the N11 agreement was part of the resolution of the Landlord's N12 application and that the Tenant vacated the rental unit in response to the N12 notice.

Bad Faith:

8. The Tenant's evidence on bad faith was that the Landlord did not genuinely occupy the unit as her residence after he moved out. He testified that the Landlord remained listed in the condominium records as a non resident owner for a lengthy period after the unit was vacated. He relied on documents and photographs showing that, as recently as March 13, 2026, the building lobby delivery system for unit 1015 still displayed his name and still rang his phone. He testified that this showed there was no real occupant using the intercom system. He also relied on a later delivery issue from March 29, 2026, and on evidence from 24 hours building staff to support his position that the Landlord was not actually living there.
9. However, I am not satisfied that this evidence establishes bad faith. The intercom and delivery evidence does not conclusively prove that the Landlord did not reside in the unit.
10. The Tenant also submitted two online rental listings dated July 25, 2025, from 'apartmenthomeliving.com' and 'apartments.com' advertising the unit for rent at \$2,400.00

and stating that it was available for immediate occupancy. The listings named Michael Ouzas as the real estate agent.

11. The Landlord denied listing the rental unit for rent in July 2025. The Landlord called Michael Ouzas, as a witness. Mr. Ouzas testified that he did not know the Landlord and did not know the unit at issue. He stated that the photographs and description appearing in the online listing relied on by the Tenant were taken from his legitimate listing for a different unit, namely unit 534 at 628 Fleet Street. He testified that someone had copied his photographs, listing description, and office number and reposted them on another website without his authorization. He further testified that he had never heard of the website where the disputed listing appeared and only learned of it when he was contacted in relation to this proceeding.
12. I find that this evidence significantly weakens the Tenant's reliance on the online listings as proof that the Landlord re-rented the unit or did not move in.
13. The Landlord testified that she moved into the rental unit at the end of October 2024. She said that, before moving in, she contacted the building management office because renovations were required. She further testified that, due to a language barrier, the building management office did not update her name in the intercom system. She also testified that she changed her bank address and hydro account to the rental unit address. Although she did not provide photo identification showing the address and did not change her driver's licence, she explained that she seldom drives and therefore had little need to update that document promptly. In support of her evidence that she occupied the unit, the Landlord submitted bank statements, home insurance documents, a property tax vacancy declaration, and evidence that the building management office would email her when packages arrived. She also testified that she used the building fob every time she entered the building and that she received packages through the management office.
14. I found the Landlord's evidence sufficiently clear and consistent on the issue of occupancy. Although the Landlord did not produce photo identification showing the rental unit address and did not change her driver's licence, her evidence was supported by the address change on her bank and hydro records, her evidence about the intercom issue, her use of the building fob, and the package notifications from the management office. I am satisfied that the Landlord moved into the rental unit within a reasonable time after the Tenant vacated.
15. The Tenant argued that the Landlord may have stayed in the unit only occasionally and did not genuinely use it as her principal residence. However, on the whole of the evidence, I am not satisfied that the Tenant proved that no person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated. I am also not satisfied that the Tenant proved that the Landlord served the N12 notice in bad faith.
16. Accordingly, the Tenant did not prove all of the required elements under subsection 57(1)(a) of the Act, and the application must be dismissed.
17. 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.

18. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Tenant's application is dismissed.

April 10, 2026
Date Issued

Joy Xiao
Member, Landlord and Tenant Board

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