



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

**Citation:** Couture v Lee, 2026 ONLTB 28258

**Date:** 2026-04-13

**File Number:** LTB-T-064751-25

**In the matter of:** 80 VIVALDI DR  
THORNHILL ON L4J8Z4

**Between:** Neil Couture Tenant

**And**

Tsae-Ching Lee Landlord  
Andy Lee

Neil Couture (the 'Tenant') applied for an order determining that Tsae-Ching Lee and Andy Lee (the 'Landlord') gave a notice of termination in bad faith.

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

The Landlord, the Landlord's Legal Representative, Sara Mathew, the Tenant's witness, Tugce Qzdemir, 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 parties do not dispute that the Landlord gave the Tenant an N12 notice of termination under section 48 of the Act for the residential occupation of the first named Landlord, TCL, and her spouse in October 2023, with a termination date of February 14, 2024. The parties

also do not dispute that the Tenant vacated the rental unit on August 15, 2024, as a result of the N12 notice.

4. The remaining issues are whether the N12 notice was given in bad faith and whether TCL occupied the rental unit within a reasonable time after the Tenant vacated.

Bad Faith:

5. It is the Tenant's position that the Landlord served the N12 in bad faith because TCL and her spouse did not move into the rental unit within a reasonable time after he vacated.
6. In support of that position, the Tenant testified that he passed by the house four or five times a week, during both the day and the night, and believed that no one was living there because there were few or no lights on. Some of the Tenant's additional evidence about who may have been living at the property came from neighbours or other third parties and was hearsay. I give that evidence limited weight. The Tenant's evidence that the Landlord did not move in was relatively weak. It was largely circumstantial and based on his observations that the house appeared dark and unoccupied.
7. The Tenant's witness, Tugce Ozdemir, also gave evidence at the hearing. She testified that she is the Tenant's girlfriend. After they moved out of the rental unit, she returned to the property to pick up mail in September 2025. She stated that someone other than the Landlord answered the door and told her that the Landlord was not in the unit, that they had moved in during the summer of 2025, and that the Landlord only came to the unit three or four times to pick up mail. The Tenant argued that this evidence showed the Landlord re-rented the rental unit within one year after the Tenant moved out.
8. The Landlord's evidence was that TCL moved into the rental unit herself on August 23, 2024, and had lived there continuously since then. TCL testified that the original reason for the N12 notice was for her and her spouse. However, her spouse suffered a stroke in January 2024 and later moved into a retirement home. The Landlord's evidence was that, despite that change, she still moved into the rental unit herself and continued to live there. She testified that she stayed there every day when she was in Canada, except when she travelled to Taiwan for two or three months during the winter, which she said was her regular annual practice. She also testified that she is almost 80 years old, lives alone in the unit, and that her son visits her there for meals and to check on her.
9. In support of her claim that she occupied the rental unit, the Landlord relied on documentary evidence including an email dated August 21, 2024, a quote for door repairs, internet service records beginning August 19, 2024, a shipping package addressed to the unit, hydro bills in her name, photographs of the Landlord with family members at the unit in December 2024 and January 2025, and photographs showing that the unit was furnished, including the master bedroom. She also testified that she changed the hydro account and updated her driver's licence address. Her evidence was that she kept most of the lights in the house off in order to save money and usually kept only one room light on.
10. TCL further testified that, in the summer of 2025, her sister-in-law's son also moved into the rental unit with her and shared a room there, but that she herself continued to reside in the unit. She denied that she sold or re-rented the rental unit after the Tenant vacated.

11. Based on the evidence before me, I find, on a balance of probabilities, that the Landlord occupied the rental unit after August 2024. I find the Landlord's evidence on occupancy more persuasive than the Tenant's evidence to the contrary. The fact that the Landlord did not keep many lights on in the house does not establish that she was not residing there, particularly given her explanation that she lived alone, was elderly, and kept most lights off to save money. I am also satisfied that the Landlord continued to reside in the rental unit after the Tenant vacated. Even if another person moved into the unit with her during the summer of 2025, that evidence alone does not establish that the Landlord re-rented the rental unit or did not occupy it herself.
12. By contrast, I find that the Tenant's evidence was largely circumstantial, and some of the Tenant's additional evidence was hearsay, including information from neighbours and others about who may have been at the property. I place greater weight on the Landlord's direct evidence. The consistent evidence provided by the Landlord, including the documentary evidence supporting her occupancy, also supports this conclusion.
13. Accordingly, I find that since the Tenant did not prove all of the requirements in subsection 57(1)(a), the Tenant application must be dismissed.

**It is ordered that:**

1. The Tenant application is dismissed.

**April 13, 2026**  
**Date Issued**

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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.