



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

File Number: LTB-T-072459-25

In the matter of: 2368 NATASHA CIRCLE
OAKVILLE ON L6M4J3

Between: Daniel Pusaka Tenant
Daniella Pusaka

And

Tijo J Puthiakunnel Landlord
Mithila Thomas

Daniel Pusaka and Daniella Pusaka (the 'Tenant') applied for an order determining that Tijo J Puthiakunnel and Mithila Thomas (the 'Landlord') gave a notice of termination in bad faith.

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

The Landlord and the Tenant attended the hearing. The Landlord was represented by Maria Sturino. The Tenant was represented by Christopher Williams.

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.

Landlord gave N12 for own use in bad faith

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. While it is uncontested that the Landlord served the Tenant with the N12 notice of termination and that the Tenant vacated as a result of the N12, the Tenant was unable to establish that the Landlord's parents and brother did not reside in the rental unit for the one

year period after the Tenant vacated; in fact, the Tenant confirmed she was aware they did move in after she left.

4. The Tenant's suspicion and allegation of bad faith arises from notification by her former neighbour that the unit has been listed for lease. Photographs of the sign displayed on the property and listings that the Tenant was able to look up from August 2, 2025 were submitted into evidence in support of her assertion. The Tenant submits when she received the first N12, it was after discussion with her Landlord regarding a rent increase but then he changed his mind so she felt he was not being truthful.
5. The Landlord's evidence, including the documentation in support of their defence, demonstrate that the Landlord's mother and brother moved into the rental unit two days after the Tenant vacated and all of them moved out after Septemebr 3, 2025 to the Landlord's sister's place due to the Landlord's father's deteriorating condition and need/
6. The Landlord submits his father suffered a medical incident that hospitalized him for 85 days. When he received clearance for discharge, he moved into the rental unit but couldn't climb stairs so he resided on the main floor which did not have a formal bedroom set up but had space for his hospital bed. He used the powder bathroom for all his hygiene needs.
7. The Landlord explains that the listing put up on August 2, 2025 shows possession date of Septemebr 3, 2025 because at that point, the family had decided they would move to his sister's home since living at the rental unit was no longer feasible on a long-term basis due to his father's condition.
8. I find that the evidence and documents presented support the Landlord's position that the rental unit remained occupied by the Landlord's parents and brother more than one year after the Tenant vacated. While the Tenant disputes this based on the listing she found, there is nothing else before the Board that can corroborate the Tenant's position and contradict the Landlord's assertion.
9. Subsection 57(5) states:

(5) For the purposes of an application under clause (1) (a), it is presumed, unless the contrary is proven on a balance of probabilities, that a landlord gave a notice of termination under section 48 in bad faith, if at any time during the period described in subsection (6) the landlord,

(a) advertises the rental unit for rent;

10. I find the Landlord's act of listing the unit within the period referred to in subsection 57(6) engages this section of the Act but I also find the Landlord's explanation that he was only trying to mitigate his losses after decide the family would be moving out, to be reasonable and the fact that the unit was not actually re-rented during this period supports the Landlord's position.
11. Therefore I find the Tenant has failed to establish the notice was served in bad faith and the Tenant's application must be dismissed.

12. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant's application is dismissed.

April 17, 2026
Date Issued

Sonia Anwar-Ali
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.