



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

File Number: LTB-T-039556-25

In the matter of: 34 VICTORIA BLVD
YORK ON M6M 2C1

Between: Ashante Malobago Tenant

and

Roman Mironov Landlord

Ashante Malobago (the 'Tenant') applied for an order determining that Roman Mironov (the 'Landlord') gave a notice of termination in bad faith.

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

The Tenant and Landlord and the Landlord's representative, Tim O'Brien, attended the hearing.

Determinations:

1. The Landlord's representative raised a preliminary issue that no N12 notice was served on the Tenant, nor was there any documentation "that would come close to an N12 notice served." He requested that I dismiss this application pursuant to s.197(1) of the *Residential Tenancies Act, 2006* (the 'Act') for disclosing no reasonable cause of action.
2. In addition, the Landlord's representative stated that the rental arrangement is exempt from the Act pursuant to subsection 5(i) because the Tenant shared a kitchen with the Landlord, who resides in the property. The Landlord rents the rooms in the property on a short term basis.
3. The Tenant confirmed that she was not served with an N12 notice or any notice requiring her to vacate the unit for the Landlord's personal use. She acknowledged that a T5 application is not the correct application and indicated an intention to pursue a T1 or T2.
4. The Tenant testified that she located the rental unit from google. I inquired whether the Tenant was living in the unit with the Landlord and whether she had a lease agreement. The Tenant did not provide a clear response as to whether the Landlord was living in the rental property, her response was "how would I know?"
5. Further, the Tenant referred to a text message (DOC-5770095) with the Landlord as her lease agreement:

- On April 16, 2025, the Tenant writes: “\$300.00 weekly rate? I’m in front. Where do I meet u.” The Landlord’s response is: “0724 and the big button.”
 - On April 17, 2025, the Tenant writes: “Do you know who is in room 2? Can you just tell him to leave me alone thank you.”
6. The Tenant did not remember the dates she occupied the rental unit. She stated the reason she left was because she was assaulted.
7. The Landlord’s representative indicated that the parties had a verbal agreement. The occupant was to pay \$300.00 for her stay. She stayed in room 3 for a period of one week from April 16, 2025 to April 23, 2025, at which point she requested to stay longer and the Landlord consented. The occupant left on May 19, 2025, leaving behind a cat who was in distress. As for the assault, the Landlord states that it concerned another occupant living in one of the rooms and did not involve the Landlord.

Analysis and Findings

8. The Tenant chose to file a T5 application, and therefore the only issue I can determine is whether the Landlord gave the Tenant a notice of termination in bad faith Subsection 57(1)(b) of the *Residential Tenancies Act, 2006* (the ‘Act’) requires the Tenant to prove each of the following on a balance of probabilities:
- The Landlord served the Tenant an N12 notice under s. 48 or s.49 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) or 49(1) or 49(2) 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.
9. In this case, the Tenant acknowledged that she was not served with a notice of termination under s. 48 or 49 of the Act. Therefore, in the absence of such a notice, the Tenant cannot meet the statutory requirement for a T5 application. Therefore I must dismiss the Tenant’s application.

It is ordered that:

1. The Tenant’s application is dismissed.

April 24, 2026
Date Issued

Adeela Alvez
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.