



Order under Section 57 Residential Tenancies Act, 2006

Citation: Green v Sun, 2026 ONLTB 34180

Date: 2026-05-01

File Number: LTB-T-042570-25

In the matter of: Bsmt., 908 Marinet Crescent
Pickering ON L1W2M1

Between: Laura Green Tenant

And

Mengqing Sun Landlord

Laura Green (the 'Tenant') applied for an order determining that Mengqing Sun (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 3, 2026.

The Landlord, the Landlord's legal representative Theresian Selvakumar 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. It was not disputed that the Tenant was served an N12 notice on or about January 17, 2024 with the termination date of March 31, 2024. However the Tenant continued to reside in the rental unit, she was subsequently served two N4 notices with the termination dates of September 6, 2024 and September 29, 2024.

4. The Landlord filed an L1 application with the LTB and a hearing was scheduled for October 10, 2024.
5. The Landlord's evidence was that the Tenant was already in rent arrears in the amount of \$1,200.00, before the N12 notice was served having failed to pay rent for November 2023. And that following the service of the N12 notice, the Tenant failed to pay rent for the period of March 1, 2024 to August 31, 2024, total arrears as of that date were \$8,400.00.
6. Throughout this period, the Tenant did not respond to the Landlord regarding payment of the outstanding arrears and continued to occupy the rental unit.
7. The Landlord did not file an L2 application with the LTB for a determination pursuant to the N12 notice.
8. On September 10, 2024, the Landlord's representative received an email from the Tenant's legal representative advising that the Tenant had vacated the unit on August 31, 2024. The Tenant did not notify the Landlord directly that she had moved out.
9. The parties entered settlement discussions resulting in the parties agreeing to withdraw their respective claims relating to the L1 application in LTB-L-029660-24, the Landlord agreed to waive all arrears in full and final settlement and tenancy was terminated retroactively to August 31, 2024.
10. The terms of settlement as signed by the parties on September 23, 2024 as evidenced in DOC-7377757 on pages 20 to 23 outlined that the tenancy terminated on August 31, 2024 and outlined that all rent arrears were waived among other terms.
11. It was not disputed that the rental unit was listed for rent on or about September 29, 2024, this was after the Tenant vacated and the parties reached an agreement to terminate the tenancy pursuant to the N4 notice.
12. The Tenant proved part one of the requirements in subsection 57(1)(a), being that she was served with an N12 notice of termination under section 48 of the Act. However, the Tenant did not vacate the rental unit as a result of the N12 notice of termination. As evidenced, the Landlord took no actions to enforce the N12 notice, and the Tenant continued to reside in the unit for an additional five (5) after the N12 notice of termination date of March 31, 2024.
13. On the evidence before me, I am satisfied that the termination of tenancy was pursuant to the N4 notice for rental arrears and eviction as outlined in the settlement agreement between the parties.
14. As the Tenant did not prove all of elements as required in subsection in 57(1)(a) of the Act, the application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

May 1, 2026
Date Issued

Alicia Johnson
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.