



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

File Number: LTB-T-051479-24-RV

In the matter of: 123 mill street west
Acton Ontario ON L7J1G7

Between: Kaitlyn Elizabeth Muck Tenant

And

Francesk Coku Landlord

Review Order

Kaitlyn Elizabeth muck (the 'Tenant') applied for an order determining that francesk coku (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-051479-24 issued on May 30, 2025.

On June 30, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleged that they were not reasonably able to participate in the proceeding.

On July 2, 2025, interim order LTB-T-051479-24-RV-IN was issued, staying the order issued on May 30, 2025.

Following a hearing on July 24, 2025, order LTB-T-051479-24-RV-IN2 was issued on August 15, 2025, granting the Tenant's request. The application was adjourned for a new hearing to be held at a future date.

This application was heard by videoconference on April 14, 2026. The Tenant, the Landlord and the Landlord's Legal Representative, C. Williams, 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. The Tenant resided in the upstairs main floor unit prior to vacating the rental unit on July 1, 2023.
3. On May 31, 2023, the Tenant received a Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit (N12), with a termination date of July 31, 2023. The Landlord indicated in the notice that he intended to occupy the unit.

4. After she vacated the unit, the Tenant observed that the Landlord commenced renovations. However, the Tenant claimed that the unit was unoccupied, there were no cars in the driveway, and the snow was not shovelled. A letter dated December 29, 2024, from a lady who resides in the neighbourhood stated that the unit has been unoccupied since the Tenant vacated. A previous occupant of the basement unit sent an undated letter stating that the unit was vacant from July 2023 to July 2024.
5. The Tenant presented several pictures of the residential complex in support of her assertions. The pictures included one taken on June 24, 2024, showing a car and a truck on the driveway and on which was written 'New windows and doors'.
6. The Tenant stated that the N12 notice was given in bad faith because the Landlord, despite informing her that he was facing financial hardship, went on to carry out extensive renovations in the unit.
7. The Landlord testified that he moved into the rental unit as soon as the Tenant moved out and that the renovations only took two to three months. The Landlord claimed that he, with the help of family and friends, renovated the unit himself.
8. The Landlord also presented pictures of the unit which he claimed were taken either in November or December 2023. The pictures which showed the kitchen, living room and other areas of the rental unit indicates that a family resides there.
9. 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.
10. The Tenant proved some of the requirements in subsection 57(1)(a) of the Act. The evidence demonstrates that the Tenant received an N12 notice from the Landlord who claimed that he intends to occupy the rental unit. The Tenant moved out of the unit on July 1, 2023, as a result of the notice.
11. On the issue of whether the Landlord occupied the rental unit within a reasonable time after the Tenant vacated, the Tenant did not provide any persuasive evidence to rebut the Landlord's claim that he moved into the rental unit soon after the Tenant moved out. The individuals who wrote the letters indicating that the unit was not occupied within a year after the Tenant vacated the unit, failed to attend the hearing to provide direct evidence under oath.
12. In addition, both parties presented picture evidence, and both agree that the rental unit was under renovations from the date the Tenant vacated. The Tenant's own evidence shows a picture of two cars in the driveway taken on June 25, 2024. The Landlord stated that the cars belonged to him and his father, and that he lived in the unit at the time. That picture and

the pictures he presented, purportedly taken in November or December 2023, appear to support the claim that he lived in the unit at the time.

13. Section 57(5) of the Act provides that there is a presumption of bad faith if the Landlord advertises the rental unit, or places the building that contains the rental unit, for sale within a year after the Tenant vacates the unit, and neither of those scenarios apply in this case.

14. Based on all the evidence, the Tenant has failed to prove all of the elements of section 57(1)(a) of the Act on a balance of probabilities.

It is ordered that:

1. The Tenant's application is dismissed.

May 15, 2026
Date Issued

Jitewa Edu
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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