



Order under Section 57 Residential Tenancies Act, 2006

Citation: Borja v Karthigeyan, 2026 ONLTB 37251

Date: 2026-05-13

File Number: LTB-T-068125-25

In the matter of: 42 Alrita Crescent
Scarborough ON M1R4M3

Between: Marygrace Borja
Paul Borja Tenants

And

Prashanthy Karthigeyan Landlord

Marygrace Borja and Paul Borja (the 'Tenants') applied for an order determining that Prashanthy Karthigeyan (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 1, 2026.

The Landlord, the Landlord's Legal Representative, Michael Piliéci, the Tenants' Legal Representative, Kyla Jamieson, and the Tenants, Marygrace Borja ("MB") and Paul Borja ("PB"), attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Tenants' Evidence

2. MB testified that the Tenants moved into the rental unit in December 2020 and vacated on or about September 7, 2024 after receiving the N12 notice and being informed by the Landlord that she planned to move into the rental unit with her sons to be close to the sons' school.
3. MB testified that she had met with the Landlord four times and knew what the Landlord looks like.
4. MB testified that the rental unit the Tenants occupied was the upper unit and that there was another tenant in the basement unit. The basement tenant would message her to

advise her that there was mail at the rental unit for the Tenants after the Tenants moved out.

5. MB testified that the Landlord was helpful with the Tenants returning to retrieve belongings and mail in the first few months after the Tenants vacated the rental unit but the Tenants were subsequently asked not to be return to the rental unit by the Landlord.
6. MB testified that she works near the rental unit and would drive by and see a white van parked at the rental unit. MB testified that she thinks the Landlord drives a sedan.
7. MB testified that she visited the rental unit in September or October 2024 and observed an unknown woman with children at the rental unit. One of the children was the basement tenant's child.
8. MB testified that the basement tenant informed her via text messages on August 11, 2025 that a different family was residing in the rental unit.
9. MB testified that she passed by the rental unit in September 2024 and saw a man cutting trees at the rental unit.
10. MB testified that a former neighbour down the street from the rental unit sent her a photograph in Winter 2024 depicting an unknown woman with two children on the porch of the rental unit.
11. MB testified that on or about January 2, 2025, she visited the rental unit and the same unknown woman in the photograph from September or October 2024 opened the door. When MB asked if the Landlord was home, the woman called in a man. A recording of the interaction was submitted into evidence. In the recording, the man tells MB that the Landlord would be back later. MB did not return to the rental unit to confirm if the Landlord was there.
12. MB testified that the Landlord informed her via a text message on September 10, 2024 that she was moving into the rental unit the next Saturday.
13. MB testified that the Landlord informed her via a text message on October 3, 2024 that her sister and brother-in-law was starting renovations in the rental unit.
14. MB testified that the Landlord asked her via a text message on October 23, 2024 to clear her belongings from the rental unit so that the Landlord can move into the rental unit.
15. MB testified that the Tenants were served with a Plaintiff's Claim on February 7, 2026 filed by the Landlord in December 2025.

Landlord's Evidence

16. The Landlord testified that she hired movers to move her belongings into the rental unit on October 26, 2024 and moved in herself and her sons on October 30, 2024. A copy of an invoice from RAST Home Services dated October 26, 2024 was submitted into evidence.

17. The Landlord testified that she moved to the rental unit to be close to Upper Canada College where her sons are enrolled. Her sons were accepted to the school in December 2023 for the 2024-2025 school year.
18. The Landlord testified that she was living in Stouffville but could no longer maintain and upkeep the property after her husband passed away.
19. The Landlord testified that she could not move into the rental unit sooner as the Tenants had left a lot of items in the rental unit and she had a car accident on September 23, 2024 which required her sister and brother to assist with cleaning up the rental unit and doing minor renovations.
20. The Landlord testified that she reported rental income for the rental unit for only 5 months in 2024. A copy of the Landlord's Statement of Real Estate Rentals was submitted into evidence for the tax year of 2023 and 2024.
21. The Landlord testified that she requested a change in address for her driver's licence in January 2025. A copy of the Landlord's driver's licence issued on January 7, 2025 with the rental unit as her address was submitted into evidence. The Landlord testified that there was a delay due to her being occupied with her kids and work.
22. The Landlord testified that she requested a change in address for her OHIP card effective October 10, 2025 and a letter from OHIP sent to the Landlord at the rental unit was submitted into evidence.
23. The Landlord submitted into evidence correspondence from TD, toll bills, bills from Bell and Toronto Hydro, and Amazon orders sent to the Landlord at the rental unit. The Landlord testified that she changed her address with TD in October 2024.
24. The Landlord testified that the hydro bill was less after she moved into the rental unit as her family consisted of three people compared to the five people in the Tenants' family.
25. The Landlord testified that the white van observed at the rental unit was owed by her eldest son who uses the vehicle for seasonable landscaping work.
26. The Landlord testified that the female depicted in the photograph presented by the Tenants is her cousin who lives close by and would come to the rental unit to watch the Landlord's younger son when the Landlord works late.

Analysis

27. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenants to prove each of the following on a balance of probabilities:
 - The Landlord gave the Tenants an N12 notice of termination under section 48 of the Act (the N12 notice);
 - The Tenants 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 Tenants vacated; and
 - The Landlord served the N12 notice of termination in bad faith.

28. In this case, it was undisputed that the Landlord gave the Tenants a N12 notice and that the Tenants vacated the rental unit as a result of the N12 notice. The N12 notice stated that the Landlord in good faith required possession of the rental unit because the Landlord and her child intend to move into the rental unit and occupy it for at least one year.
29. On an application to the Board, the person who alleges a particular event occurred has the burden of proof to establish that it is more likely than not that their version of events is true.
30. In these circumstances, the burden falls on the Tenants to establish that the Landlord did not move into rental unit within a reasonable time after the Tenants vacated. Based on the evidence before the Board, I find the Tenants have failed to lead sufficient evidence to establish the Landlord did not move into the rental unit within a reasonable time. As such, the Tenants did not satisfy the third requirement of section 57(1)(a) of the Act.
31. The Tenants visited the rental unit twice and did not see the Landlord and regularly saw a white van on the premises. I do not find that this establishes that the Landlord did not occupy the rental unit. The Landlord's oral testimony evidence was corroborated by documentary evidence such as a driver's licence and mail correspondence. The Landlord testified that she works late and her cousin comes to the rental unit to watch her youngest son. I do not find this to be unreasonable giving the Landlord's circumstances of being a single parent. MB testified that she passed by the rental unit in September 2024 and saw a man cutting trees. The Landlord did not deny that she did not move in at this point. There was no evidence that the man was the same man the Tenant saw when she visited the rental unit in January 2025 or that the man was new tenant and not just someone hired or helping the Landlord complete landscaping. In the January 2025 video submitted by the Tenants, the man informed the Tenants that the Landlord would return. The Tenants did not go back to check.
32. The Tenants did not bring the neighbour down the street who took the photograph in Winter 2024 to the hearing to provide direct evidence. The Tenants also did not bring the basement tenant to provide testimony. There was no request to the Board to issue a summons to compel either individual to attend the hearing. While hearsay evidence is admissible in proceedings before the Board, it must be weighed carefully to ensure procedural fairness. Given this, the Landlord effectively has no meaningful way to challenge the reliability or credibility of this evidence. I believe giving any weight to the Tenants' evidence stemming from the neighbour and basement tenant would be extremely prejudicial to the Landlord as she is unable to test it.
33. Even if I consider the text messages from the basement tenant to the MB, one message from the basement tenant states: "Yes sometimes she is here, and sometimes not here". This leads me to believe that the Landlord was residing at the rental unit. If the Landlord had re-rented the unit to another family, I find it unlikely the Landlord would be at the rental unit regularly for the basement tenant to make such comment.
34. With respect to when the Landlord moved into the rental unit, I find it more likely than not that the Landlord moved into the rental unit on or about October 30, 2024. The Landlord presented an invoice for movers dated October 26, 2024. Messages between the Landlord and the Tenants confirm that the parties were in communication for the Tenants to return

to the rental unit to retrieve their belongings. The Landlord also testified that minor renovations were done and she had a car accident. These were communicated to the Tenants in the messages. An October 24, 2024 message from the Tenants to the Landlord indicates that the Tenants were still planning on returning to the rental unit to pick up items. Given the circumstances, I find the Landlord moving into the rental unit on or about October 30, 2024 to be a reasonable time frame.

35. Given my finding on the third requirement, there is no need for me to address the last requirement of section 57(1)(a) of the Act with regards to bad faith. As the Tenants cannot establish all of the requirements of subsection 57(1)(a), the Tenants' application must be dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

May 13, 2026
Date Issued

Vicky Liu
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.