



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

File Number: LTB-T-079687-25

In the matter of: 62 TELCO CRES
NORTH YORK ON M9N 3L4

Between: Mandy Pereira-Pedro Tenant

And

Guisseppina Leo Landlord

Mandy Pereira-Pedro (the 'Tenant') applied for an order determining that Guisseppina Leo (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on May 7, 2026.

The Landlord, Landlord's legal representative, Vijay Shah 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.

Preliminary Issue:

Did the Tenant serve her evidence to the Landlord?

2. At the outset of the hearing, the Landlord's legal representative raised a preliminary issue with respect to the service of the Tenant's evidence. The Landlord's legal representative submits that the evidence was not served in accordance with the LTB's Rules of Procedure, as such the Tenant's evidence should not be allowed.
3. The Tenant agrees that they did not serve the evidence in accordance with the Rules as they were unaware of the LTB's Rules for service of evidence. Further the Tenant submits that she wished to rely on a few pieces of evidence that were uploaded with the Application and wished to rely on her new Lease Agreement to demonstrate the difference in rent.
4. After taking submissions of the parties, and in consideration of section 183 of the *Residential Tenancies Act, 2006* (the 'Act') which directs that the Board shall adopt the

most expeditious method of determining the questions arising in a proceeding, weighing the prejudice to the parties and ensuring a fair hearing, I canvassed the Landlord's legal representative respecting consent to the Tenant's reliance on the new Lease Agreement to demonstrate her damages, the Landlord's legal representative consented to the use of the new Lease Agreement being used to ensure the matter could be heard.

Did the Tenant vacate as a result of the N12 notice or as a result of an N4 Notice?

5. The Landlord's legal representative submitted that the Tenant did not vacate pursuant to the N12 notice, but stated that the Tenant vacated as a result of an N4 notice that was served to the Tenant. The Landlord's legal representative states that the N4 notice was served on June 19, 2024 with a date of termination of July 5, 2024 which is after the date of termination on the N12 notice. The Landlord's legal representative referenced the L1 Application (LTB-L-080792-23), which includes an order that the application had been withdrawn as the Tenant had vacated.
6. The Tenant submits that she vacated solely pursuant to the N12 notice and did not vacate in relation to the N4 notice.
7. It was undisputed that the Tenant was served with two notices of termination, an N12 notice and N4 notice. While I note that the date of termination on the N4 notice occurred after the N12 notice, I find that there is insufficient evidence to make a determination on this issue as a preliminary matter. Therefore I moved forward to hear the application on its merits.

T5 Application

Did the Landlord give the N12 Notice in Bad Faith?

8. The Tenant brought a T5 application September 23, 2025 claiming that the Landlord gave an N12 notice of termination in bad faith.
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. There is no dispute that the Tenant was served an N12 notice on April 24, 2025 which provided that the Landlord intended to move into the rental unit for a period of at least one year.
11. As part one of the test is undisputed, I must determine if the Tenant vacated as a result of the N12 notice and if the Landlord occupied the rental unit within a reasonable time.

12. The Tenant, Mandy Pereira-Pedro (MPP) testified that after receiving the N12 notice, she immediately began looking for a new rental unit. She testified that she moved out as a result of the N12 notice. MPP stated that she believes the Landlord did not move into the rental unit and served the N12 notice in bad faith. MPP further testified that she travelled by the rental unit several times, did not observe anyone living in the unit and observed the property was undergoing major renovations. MPP states that neighbours informed her that they had not seen the Landlord living in the rental unit.
13. During cross examination the Tenant admitted that there were 'substantial' arrears at the time she provided vacant possession of the unit on October 5, 2024, furthermore she reiterated that she moved as a result of the N12 notice that the Landlord served and claimed to have pictures of the rental unit from driving by the rental unit on August 17, 2025 but did not submit those pictures into evidence.
14. The Landlord referenced several pages from her Evidence Brief (DOC-7878602) specifically referencing pages 38-43 which demonstrated that there the rental unit experienced a flood causing extensive water damage, which required her to repair the damage. The Landlord further stated she was required to obtain additional funds from the bank to complete the repairs and pointed to pages 23 & 24 of the Evidence Brief to support this statement. The Landlord further referenced pages 26 -35 which include utility bills from the city of Toronto, Enbridge and Toronto Hydro, which show the Landlord's address as the rental unit and shows the Landlord's use relating to the utilities during the period of time that the Tenant submits that the Landlord was alleged to not be residing within the rental unit.
15. During cross-examination, the Landlord's testimony was cogent, clear and consistent with the testimony that was provided during her direct testimony. The Landlord confirmed that she was required to do renovations, she has lived within the rental unit since 2-weeks from the time the Tenant vacated, completed renovations which were presently still ongoing and clarified that she does not place 'blame' on the Tenant for the leak, only that she has had to repair the damage from the leak.

Analysis

16. Section 57(1) of the Act specifically means that all three conditions must be met before the Board can grant a remedy under section 57(3). The notice of termination must have been given in bad faith, the tenant must have moved as a result of the notice, and the person referred to in the notice must have failed to move into the unit within a reasonable time.
17. The parties positions are distinct in that the Tenant submits the Landlord has not been residing within the rental unit at any time since she vacated, the Landlord submits that she did in fact move into the rental unit and was required to complete repairs as a result of a flood which caused damages which is why the Tenant observed renovations.
18. I do not find the Tenant has established that the Landlord acted in bad faith. There is no presumption of bad faith in this case, and the onus is on the Tenant to prove that the Landlord acted in bad faith. The Tenant testified that she drove by the rental unit and did not see the Landlord at the property, furthermore the Tenant provided *hearsay* evidence

with respect to neighbours who had not seen the Landlord living in the rental unit. The Tenant did not have any of the neighbours at the hearing to testify to what if anything they saw, as such, I place little weight on the hearsay testimony of the Tenant. I am left to determine whether the Tenant has met their burden to prove the bad faith of the Landlord. I find that the Tenant did not prove on a balance of probabilities that the Landlord did not move into the rental unit within a reasonable time. I find in a balance of probabilities the Tenant has not established her application; therefore I must dismiss the Tenant's application.

19. Given that I have determined that the Landlord moved into the rental unit within a reasonable period of time, I do not need to decide the issue of whether the Tenant vacated as a result of the N12 notice or the N4 notice.

It is ordered that:

1. The Tenant's application is dismissed.

May 21, 2026

Date Issued

Angela Smith

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.