



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

Citation: Wu v Lee, 2026 ONLTB 39326

Date: 2026-05-22

File Number: LTB-T-046190-24-RV

In the matter of: 1811, 2015 SHEPPARD AVE E
NORTH YORK ON M2J0B3

Between: Ziqian Wu Tenant

And

Chung Nga (Jennifer) Lee Landlord

Review Order

Ziqian Wu (the 'Tenant') applied for an order determining that Chung Nga (Jennifer) Lee (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-046190-24 issued on October 23, 2025.

On November 20, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On November 28, 2025, interim order LTB-T-046190-24-RV-IN was issued, staying the order issued on October 23, 2025.

On March 3, 2026, interim order LTB-T-046190-24-RV-IN2 was issued, granting the review and directing the application be reheard.

This application was reheard by videoconference on May 11, 2026.

The Landlord's Legal Representative, A. Makris, the Landlord, the Tenant's Legal Representative, B. Altun, 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. This application was filed pursuant to subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') and requires the Tenant to prove each of the following on a balance of probabilities:
- a) The Landlord gave the Tenant an N12 notice of termination (N12 Notice) under section 48 of the Act;
 - b) The Tenant vacated the rental unit as a result of the N12 notice of termination;
 - c) No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
 - d) The Landlord served the N12 notice of termination in bad faith.

a) Did the Landlord give a N12 Notice and

3. There was no dispute that the Landlord served the Tenant with a N12 Notice on December 6, 2023 which provided a termination date of February 29, 2024. In the N12 Notice, the Landlord alleged that her child (daughter) intended to move into the rental unit and occupy it for at least one year.

b) Did the Tenant vacate the unit as a result of the N12 Notice

4. The Landlord disputed that the Tenant vacated the rental unit as a result of the service of the N12 Notice. The Landlord asserted that the Tenant could have gotten out of the purchase as it was conditional upon receipt of a "status certificate," which condition had to be waived in five days. As there was no dispute that the Landlord emailed the Tenant on December 24, 2023 of the change in plans. However, a copy of the Tenant's Purchase and Sale Agreement was not provided into evidence to confirm this condition existed.
5. In any event, the Tenant testified under cross-examination that she contacted her Real Estate agent right after the Landlord's text message on November 30, 2023 but that she was advised and followed that advice to not take any steps until she received a N12 Notice. The Tenant also testified that she only sought pre-approval on a mortgage after the N12 Notice was issued and that she had signed an initial offer to purchase a property on December 17, 2023, which was not accepted and then made an offer with no conditions on another property (where she is still residing) on December 23, 2023 that was accepted.
6. The Tenant's testimony was not discredited under cross-examination and the Landlord's assertion was not supported by the evidence before me. In the absence of any evidence to the contrary, I find it more likely than not that the Tenant only acted to purchase a property because she was required to vacate the rental unit as a result of receiving the N12 Notice. Additionally, I find it more likely than not that the Tenant would not be able to cancel the Purchase and Sale Agreement she entered without some financial repercussions. Therefore, I was satisfied that the Tenant only vacated the rental unit as a result of the N12 Notice.

c) did the person referred to in the N12 Notice occupy the unit within a reasonable time

7. There was also no dispute that the Landlord's daughter did not occupy the rental unit within a reasonable time after the Tenant vacated.

d) Was the N12 Notice given in bad faith

8. There was no dispute that on April 8, 2024 the Landlord listed the rental unit for rent on the Building's Site and Kijiji (DOC-7226612pgs23-24). In accordance with subsection 57(5)(a) of the Act, the N12 Notice is presumed to have been given in bad faith if the Landlord advertises the unit for rent within the relevant period (date of service of N12 Notice to one year after the Tenant vacates the unit) unless the contrary is proven on a balance of probabilities. Essentially, the onus shifts to the Landlord to prove that the N12 Notice was not given in bad faith.
9. The Tenant's Legal Representative submitted that the Landlord's intention was always for financial gain. He submitted that it started with the Landlord's notice to increase the rent above the guideline as an attempt to push the Tenant out, however since the Tenant accepted the increase, the Landlord had to come up with another plan which led to the service of the N12 Notice. He further submitted that the Landlord did not act logically, as she texted the Tenant that her and her daughter wanted to move into the unit, then served a N12 Notice that only alleged her daughter would be moving into the unit, and then five days before the termination date in the N12 Notice advised that she plans to sell the unit.
10. The Landlord's Legal Representative submitted that the Landlord's communication to the Tenant confirmed her true intention which was for both her and her daughter to move into the rental unit. She also submitted that the Landlord's circumstances constantly changed during this time as she was a vulnerable woman who was the victim of a domestic assault and acted honestly throughout. She further submitted that it was the Tenant who demanded the N12 Notice and that the Landlord, who was still reeling from an assault, simply made an error on the form by failing to include herself which she testified about during the hearing.
11. For the following reasons, I was not satisfied that the N12 Notice was served in bad faith. The evidence before me was insufficient to find that the Landlord's sole intention was financial gain. I find it more likely than not that when the Landlord served the N12 Notice she had a genuine intention to move into the rental unit with her daughter and occupy it for a period of at least one year. I also find it more likely than not that as a result of the Landlord's marriage breakdown, an assault, charges against her ex-spouse, and resulting financial insecurities the Landlord's circumstances continually changed between the service of the N12 Notice and the termination date in that notice. I further find it more likely than not that the reasons the Landlord initially expressed to the Tenant for wanting to move into the unit, namely due to her daughter going to school, was only a result of not wanting to disclose issues of an extremely personal nature and potential embarrassment and not a reflection of deceit or bad faith.
12. This tenancy commenced on September 1, 2020 at a monthly rent of \$1,900.00. There was no dispute that in June 2023, the Landlord requested via text message to the Tenant to increase the rent to \$1,950.00 as of August 1, 2023 and that the Tenant accepted this request.
13. The evidence before me confirmed that the Landlord had not served (or requested) yearly rent increases as permitted by the Act, and that after three years, she requested an increase of \$50.00. While I accept that the Landlord's notice of rent increase was

unlawful as it was not on the required form, not served at least 90 days in advance, and was more than the guideline amount by \$2.50 ($\$1,900.00 \times 2.5\% = \$47.50 - \$50.00$), I find it unlikely that this was an attempt to force the Tenant to move out of the unit. The Landlord had not requested a rent increase in the prior three years of this tenancy and then only asked for a minimal increase of \$2.50 above the guideline. I find it more likely than not that this request was made simply to increase the rent as it had not been increased in three years.

14. The Landlord testified that on November 30, 2023 she was assaulted by her ex-spouse which she only reported to police on December 1, 2023 due to another fight occurring that day. The Landlord provided a copy of a York Regional Police General Occurrence Report ('report') into evidence (DOC-4854649). This report confirmed that the police attended the Landlord's home on December 1, 2023 for a domestic incident and also supported the Landlord testimony above. The report also confirmed that the Landlord's ex-spouse was charged with assault.
15. The Landlord also testified that after this assault on November 30, 2023 she felt really scared and needed to move out of her home and thought she could move into the condominium (rental unit) to be safe as her ex-spouse does not have any rights to the condominium, so she texted the Tenant. The text message provided into evidence by the Tenant (DOC-7226612pg14) read as follows:

"Hi Stephanie, I am planning to move into the condo bc my daughter is going to college. Is 2 months enough time for you to find another place?"

16. Under cross-examination, the Landlord testified that she did not tell the Tenant about the assault as she was ashamed. When asked if she acted quickly and was not thinking under cross-examination, the Landlord testified that she did think about it before but at same time was confused about the assault, because when she got hurt she just needed a safe place.
17. Based on the evidence before me, I was satisfied that after the Landlord was assaulted by her ex-spouse it was more likely than not that the Landlord and her daughter genuinely intended to move into the rental unit. The rental unit was solely owned by the Landlord and therefore would be a place where they could reside away from her ex-spouse. I was also satisfied that it would be likely that a landlord would not disclose private personal information to their tenant. I was further satisfied that the Landlord's failure to provide the real reason she wanted to move into the unit did not amount to lack of genuine intent or bad faith. A marriage breakdown and one that involves a domestic assault is extremely personal, I find it likely that a landlord or anyone else in those circumstances would not disclose them to their tenant or someone outside their circle of family and friends.
18. The Landlord also testified that it was the Tenant who asked for the proper paperwork (N12 Notice) after the Landlord's text message was sent and it was the Tenant who followed up on December 5, 2023 with a text message stating "Hi Jennifer, just checking in to see if you have sent out the N12 paperwork," (DOC-7226612pg14) which led to the N12 Notice being completed and sent on December 6, 2023.
19. There was no dispute that on the N12 Notice the only box checked off was that the Landlord's "child" intends to move into the rental unit. The Landlord testified that she had

not sought any legal advice on completing the N12 Notice, just printed it out and completed it not knowing she had made a mistake. Under cross-examination, the Landlord also confirmed that she felt rushed by the Tenant to give the N12 Notice, and with so many things going on at that time, she just made a mistake in not mentioning in the N12 Notice that she was also intending to move into the unit.

20. The Landlord's text message on November 30, 2023 clearly advised the Tenant that the Landlord was "planning to move into the condo." There was no dispute that over the text messages following the initial one the Landlord agreed to give the Tenant three months to move out. I was also satisfied that the N12 Notice was demanded by the Tenant on December 5, 2023 just five days after the Landlord was assaulted and that it was likely she was in both a mental and physical state affecting her ability to complete the form properly hence she mistakenly omitted checking the box on the form advising that she also intended to move into the condominium.
21. While I can see the Tenant's perspective on this issue, in that how does the Landlord make this mistake on the form, but at the time the Tenant was not aware of the Landlord's circumstances regarding her marriage breakdown and recent assault which if taken from that perspective, I was satisfied that this type of mistake could have likely happened. Therefore, I was not satisfied that the omission on the N12 Notice amounted to anything more than a mere mistake.
22. There was no dispute that the Landlord emailed the Tenant on December 24, 2023 the following in part (DOC-7226612pg18):

"Due to some changes in my daughter's school plan, we don't need the condo until the end of June this year. I will deliver another N12 in a few months. Sorry for the change."
23. Again, this email also confirms that both the Landlord and her daughter intended to move into the unit despite the mistake on the N12 Notice itself. Additionally, while the Landlord is still relying on her daughter's schooling as the issue, I find my above reasoning on this still remains the case. The email demonstrated that the Landlord was still transparent with the Tenant that her circumstances changed and that she will issue another N12 Notice when needed in a few months, meaning the Tenant did not have to move out at this time.
24. The issue at this point for the Tenant was that she had already entered into a firm Purchase and Sale Agreement for a property where she intended to reside and could not change her plans without financial loss. However, just because the Tenant could not change her circumstance does not mean that the Landlord's change in circumstance was not credible.
25. Since the Landlord did give notice to the Tenant of her change in circumstance on December 24, 2023, approximately eighteen days after the service of the N12 Notice, essentially withdrawing the N12 Notice, I was satisfied that this action supports a finding of credibility of the Landlord's position at this hearing.
26. The Landlord testified that around December 20, 2023 someone from Victim Services contacted her to see if she was okay and if she needed to talk with anyone. She testified that during this conversation she told them her plan to move out of their (matrimonial)

home and that they advised her that she could receive a restraining order preventing her husband from coming near her and since she is in the home he would not be allowed back. She also testified that she then began to realize that she may not have to move out of her home and notified the Tenant of her change in circumstance on December 24, 2023.

27. The Landlord's assault was reported on December 1, 2023, the timing of the call from Victim Services approximately three weeks later seems likely and in the absence of any evidence to contrary, I was satisfied of that timing. I was also satisfied that it was only at this time that the Landlord was provided with information which could help her and her daughter stay in their home without her husband being allowed back.
28. The Landlord also provided a copy of a Recognizance to Keep the Peace dated February 6, 2024 into evidence (DOC-4854651) which identified her husband and required him to comply with conditions including that he cannot be within 100 metres of the Landlord. Again the timing of this document cannot be ignored and supports the Landlord's testimony above.
29. The Tenant's replied to the Landlord's email on December 23, 2023 which advised that "canceling the notice is not possible at this point", and that the Tenant had entered into another "legally binding agreement" prior to receiving this email and that she would be still leaving on February 29, 2024 (DOC-7226612pg18). I must point out that it was clear in this response the Tenant did not disclose to the Landlord that she purchased a property, let alone the condominium next door to the rental unit, which I find confirmed the nature of this relationship as this non-disclosure from the Tenant was most likely due to similar reasons the Landlord had in not initially disclosing her personal circumstances regarding the reason for wanting to move into the unit. Parties are entitled to keep their personal matters private and doing so does not necessary amount to bad faith or deceitfulness.
30. On February 24, 2024, there was no dispute that the Landlord sent a text to the Tenant (DOC-7226612pg20) which essentially disclosed to the Tenant all of the Landlord's personal circumstances she had been enduring, being a divorce proceeding, her ex spouse being arrested for assault, him taking money from their joint accounts, and that he has stopped paying the mortgage for their home. The Landlord also stated in this text that it could take months to sell their matrimonial home if her ex spouse does not cooperate, so she is "thinking of selling the condo" so she can have sufficient cash flow.
31. The Tenant testified that she only received this text message five days before moving out. She asserted that this communication questions the Landlord's genuine intention, especially since first only her daughter was going to move into the unit, then something happened with her husband, now there are financial reasons, and she is thinking of selling.
32. The Landlord testified that at this time she was in the process of the divorce and thought they would have sold their home, but her ex-spouse no longer wanted to sell despite previous discussions and instead got a lawyer and launched a lawsuit. She also testified that it was at this time that she consulted with lawyers and found out that it will cost more than \$50,000.00, so she considered selling the rental unit and thought she should tell the Tenant. She further testified that she could not afford to leave the unit vacant.
33. Under cross-examination, the Landlord testified that her circumstances were changing a lot throughout this time, she testified that she told the Tenant she was going to sell

because she needed cash flow as the divorce and lawyer fees would be costly, she also confirmed that her ex-spouse has not been paying his share of the mortgage. Under-cross-examination, the Landlord further testified that she did not have to sell the unit as she was able to sell an assignment (new build) condominium she had instead.

34. There was no dispute that the Tenant was advised as of December 24, 2023 of the Landlord's change in circumstances with respect to her need to move into the unit. The Tenant had an opportunity at that time to continue to reside in the unit but for the actions the Tenant had already taken she could not change her plans and proceeded to vacate the rental unit on February 29, 2024. This information was relayed to the Landlord. The Landlord communicated openly and honestly with the Tenant about her circumstances at the end of February 2024 prior to the Tenant vacating.
35. I found the Landlord's testimony regarding her continuous change in circumstances credible, the timeline of events aligned, and it was reasonable to believe that a marriage breakdown could result in financial insecurities. Given the above factors, I find it more likely than not that it was reasonable, and not done deceitfully or intentionally by the Landlord, to re-rent the unit after the Tenant vacated. Therefore, I was satisfied that the Landlord has proven on a balance of probabilities that the N12 Notice was not served in bad faith.
36. Consequently, having not met proved that the N12 Notice was served in bad faith, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

May 22, 2026
Date Issued

Lisa Del Vecchio
Member, Landlord and Tenant Board

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