



Order under Section 57 Residential Tenancies Act, 2006

Citation: Francescut v EZ Property Management Ltd., 2026 ONLTB 32233

Date: 2026-05-25

File Number: LTB-T-075631-25

In the matter of: 2, 30 EMERSON AVE
TORONTO ON M6H3S8

Between: Adam Francescut Tenant

And

EZ Property Management Ltd. Landlord

And

Vivian Wong Purchaser

Adam Francescut (the 'Tenant') applied for an order determining that EZ Property Management Ltd. (the 'Landlord') and/or Vivian Wong (the 'Purchaser') gave a notice of termination in bad faith.

This application was heard by videoconference on April 16, 2026.

Only the Tenant, the Landlord's agent Reno Zankl, the Landlord's legal representative Eric Steiman attended the hearing.

As of the time of the hearing, the Purchaser was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing.

Determinations:

1. As explained below, the Tenant's application is dismissed.
2. This bad faith application was filed pursuant to subsection 57(1)(b) of the *Residential Tenancies Act, 2006* (the "Act"). This provision requires the Tenant to prove each of the following on a balance of probabilities, that the Landlord gave the Tenant an N12 notice of termination ("N12 Notice") under section 49 of the Act; the Tenant vacated the rental unit as a result of the N12 notice of termination, or as a result of an application to, or order

made by the Board based on the notice; no person referred to in subsection 49(1) or 49(2) 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. The onus rests with the Tenant to prove on a balance of probabilities that s.57(1)(b) requirements of the Act have been met.

3. In my view, an “oral notice” can also constitute a notice under the Act, if it contains the essential elements of an N12 notice, otherwise a landlord could escape liability under subsection 57 of the Act. This interpretation would be consistent with Legislative intent and to interpret otherwise would reward a landlord for their own non-compliance in not providing a valid written notice of termination. Thus, if a tenant can establish that a landlord provided them with the essential details of an N12 notice in which the landlord indicates the tenant must vacate the rental unit by a specific date for the one of the reasons listed in ss. 49 of the Act, then that may constitute service of an N12 for the purposes of s. 57 of the Act. The same reasoning would also apply if it was any other type of “oral notice” which would constitute the grounds for a bad faith application under subsection 57 of the Act. For example, oral discussions containing essential details of an N13 notice of termination in which the landlord indicates the tenant must vacate the rental unit by a specific date for the one of the reasons listed in ss. 50 of the Act.
4. At the hearing, the Landlord’s legal representative raised a preliminary issue and argued that the Tenant’s application contains no reasonable cause of action because there was no notice of termination that was served to the Tenant, and the Tenant vacated the rental unit on their own volition pursuant to an N11 notice of termination, and the parties agreed to terminate the tenancy. Thus, the Tenant’s application should be dismissed.
5. The Tenant testified that the Landlord did not serve a N12 or an N13 Notice of termination to Tenant. He claimed that there were verbal discussions - as I understand it between the Landlord and the Tenant, that the rental unit was going to be converted (by the Landlord/ Purchaser) to a single-family home and that the Tenant would need to vacate by “December”. The Tenant confirmed that that no specific termination date was provided by the Landlord, and he vacated the rental unit pursuant to a cash for keys arrangement.
6. Based on the evidence adduced at the hearing, I am satisfied that the Tenant’s application contains no reasonable cause of action. There is no dispute between the parties that the Landlord did not serve a N12 Notice. Also, the Tenant did not provide sufficient evidence whether the Landlord provided the Tenant an oral notice that indicated the tenant was to vacate the rental unit by a specific date for one of the reasons listed in ss. 49 of the Act. Thus, I am satisfied that the Landlord did not serve the Tenant any N12 notice of termination, for the purposes of s. 57 of the Act.
7. The Tenant also confirmed there was no N13 notice of termination served to the Tenant. While his testimony suggests that an N13 oral notice may have potentially been served for a reason listed under subsection 50 of the Act therefore constituting a service of a notice under s. 57(1)(c) of the Act, I find that in applying subsection 202(1) of the Act, that because there was no specific date the Tenant was to vacate the rental unit pursuant to these discussions, it is more likely than not that there was no oral N13 notice and that the Tenant did not vacate the rental unit as a result of their discussions, but vacated the rental

unit because the parties agreed to terminated the tenancy pursuant to their cash for keys arrangement.

8. For the above noted reasons, the Tenant's application is dismissed.
9. This order contains all the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant's application is dismissed.

May 25, 2026

Date Issued

Inderdeep Padda

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.