



Order under Section 57 Residential Tenancies Act, 2006

Citation: Thomas v Sharma, 2026 ONLTB 41213

Date: 2026-05-25

File Number: LTB-T-101201-23

In the matter of: 5570 whistler crescent
Mississauga ON L4Z3R5

Between: Michael Thomas Tenant

And

Raghu Sharma Landlord

Michael Thomas (the 'Tenant') applied for an order determining that Raghu Sharma (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on July 23, 2025 and May 19, 2026.

The Tenant and the Landlord attended the hearing. Radhika Sharma testified for the Landlord.

Reasons:

1. For the following reasons, I find that the Tenant vacated his unit as a result of a notice of termination the Landlord gave in bad faith. The Tenant will be awarded the increased rent he paid for a one-year period.

Facts

2. On October 15, 2022, the Landlord gave the Tenant a letter titled "NOTICE TO VACATE PROPERTY." The notice was drafted so as to appear to be a legal notice. The relevant portions read as follows:

TAKE NOTICE THAT: The Landlords[...] need this property for their Daughter and Son-in-law. The couple recently got married and need accommodations as soon as possible.

You are hereby given 30 days notice to Vacate this property for the above mentioned reason.

THIS NOTICE TO VACATE IS GIVEN IN PURSUANT TO THE APPLICABLE LAWS OF ONTARIO.

3. Section 48(1)(c) of the *Residential Tenancies Act, 2006* (RTA) provides that a landlord may give notice to terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by the landlord's child. The October 15 notice was clearly meant to be a notice under section 48(1)(c). However, the notice was not valid. It was not given on an N12 form as required by section 43(1), and was not given 60 days in advance as required by section 48(2). The notice had no legal effect, and the Tenant would have been free to ignore it.
4. On November 20, 2022, the Landlord gave the Tenant a second notice. The notice stated that it was confirmation the parties had spoken on November 13, that the Tenant had said that he had not yet found a new home, and that the Landlord had extended the deadline to November 30, 2022.
5. At some point, the Tenant realized that he should have been given 60 days' notice, and asked the Landlord to provide it. In response, the Landlord verbally extended the deadline to December 31, 2022.
6. The parties agree that the Tenant vacated the unit on December 31, 2022. They do not agree on what happened after that. The Landlord says that the Tenant left some belongings behind and took another 15 days to retrieve them; the Tenant says that he could not retrieve his belongings sooner because the Landlord had changed the locks. In any case, there is no dispute that the Tenant vacated the unit as a result of the notices the Landlord had given him.
7. After the Tenant had vacated, the Landlord's daughter and her spouse did not move into the unit. Instead, the Landlord re-rented the unit.
8. The Tenant brings this application alleging that the Landlord gave him a notice of termination in bad faith.

Issues

9. Pursuant to section 57(1)(a) of the RTA, to succeed in his application, the Tenant must establish the following:
 - the Landlord gave a notice of termination under section 48;
 - the Landlord gave the notice in bad faith;
 - the Tenant vacated the unit as a result of the notice; and
 - the Landlord's daughter did not occupy the unit within a reasonable time after the Tenant vacated.
10. I will consider each element in turn.

Did the Landlord give a notice of termination under section 48?

11. The Landlord and Tenant Board (LTB) has consistently held that in an application under section 57, a notice that did not comply with the RTA can be deemed to have been a notice of termination given under section 48, if it contained the essential elements of a section 48 notice (*Bekkers v Bretgoltz*, 2025 ONLTB 44640).
12. In this case, there is no dispute that the notice the Landlord gave contained the essential elements of a section 48 notice. It asserted that the Landlord required the unit for the purpose of residential occupation by his daughter, and that the tenancy was to terminate for that reason.
13. The Landlord's subsequent "reminder" restated the essential elements of a section 48 notice.
14. I therefore find that, for the purpose of this proceeding, the Landlord gave a notice of termination under section 48.

Did the Tenant vacate the unit as a result of the notice?

15. There is no dispute that the Tenant vacated the unit as a result of the notice. He asked for an extension, which the Landlord gave him, and he then vacated in accordance with the extended deadline.

Did the Landlord's daughter occupy the unit within a reasonable time after the Tenant vacated?

16. There is no dispute that the Landlord's daughter, Radhika Sharma, did not move into the unit. The Landlord re-rented the unit instead.

Did the Landlord give the notice in bad faith?

Legal framework

17. The only dispute in this case is whether the Landlord gave the notice in bad faith.
18. "Good faith" in the context of a section 48 notice means that a landlord genuinely intends that the person identified in the notice will reside in the unit for a period of at least one year (*Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC)).
19. Pursuant to section 57(5), because the Landlord re-rented the unit, he bears the onus of proving, on a balance of probabilities, that when he gave the notice he genuinely intended that Ms. Sharma would live in the unit for at least one year.

Evidence

20. The Landlord's testimony was sparse. He testified that he gave the Tenant four months' notice, but the Tenant took longer than that. After the Tenant moved, the unit needed to be repaired and repainted. Ms. Sharma was not willing to move in until the work was done. The Landlord did the work, but by that time Ms. Sharma had decided to live elsewhere.

21. I do not accept the Landlord's testimony that he gave four months' notice. The evidence is clear that he gave notice on October 15 to end the tenancy on November 14, and later extended the deadline to December 31. That is a total of two and a half months, not four months.
22. Ms. Sharma's testimony was also sparse. She testified that after she got married, she intended to move in by the end of November. When the Tenant asked for more time, she was willing to wait until the end of December. However, after the Tenant vacated, the bathrooms were not usable and half the kitchen appliances were not working. She was in a rush to move, and decided to move somewhere else.

Analysis

23. On the evidence before me, the Landlord has not proved that he genuinely intended that Ms. Sharma would move into the unit and live there for at least one year within the meaning of the RTA.
24. Based on the Landlord's and Ms. Sharma's testimony, Ms. Sharma was only willing to move in during a very short timeframe. If the unit became available between the end of November and December 31, she would move in. When the unit was not available in a condition satisfactory to her on December 31, she was unwilling to wait any longer for repairs. There is no evidence that the repairs took very long.
25. The Landlord argues that Ms. Sharma was also prevented from moving in on December 31 because the Tenant's belongings were still there. Ms. Sharma's testimony did not support that argument; she testified that she did not move in because of the condition of the unit, not because of the Tenant's belongings. However, for the sake of argument I will accept that Ms. Sharma would not have been able to move in until the Tenant's belongings were removed on or about January 15, 2023.
26. In other words, Ms. Sharma was only willing to move into the unit if it became available by January 15, three months after the Landlord gave notice.
27. Ms. Sharma's intentions were not consistent with the way tenancies are terminated under the RTA. Even if the Landlord had given a valid notice under section 48, the Tenant would not have been required to move. The Landlord would have had to apply to the LTB seeking an order terminating the tenancy (RTA s.43(2)(b)). Ms. Sharma would have had no way of knowing in advance how long the application would take. The LTB might also have postponed eviction further (RTA s. 83(1)(b)).
28. In other words, a person who intends to move into a tenant's unit can never predict *when* they will be able to move in. When a landlord gives notice stating that they intend a person to move in, they must intend that the person will move in once the unit becomes vacant. An intention that the person will move in only if the unit becomes vacant within three months is not, in my view, a valid intention within the meaning of section 48.
29. Furthermore, if Ms. Sharma's intention to move into the unit was conditional on the unit being in good condition, then she or the Landlord should have inspected the unit prior to giving the notice of termination. The Landlord was responsible for maintaining the unit (RTA s.20). If he did not know whether the unit was in a condition acceptable to Ms.

Sharma, then when he gave the notice asserting that she would move in, he did not actually know whether she would move in.

30. I therefore find that the Landlord gave the notice of termination in bad faith. He has not proved that he meaningfully intended that Ms. Sharma would reside in the Tenant's unit. He intended that she would do so only if the Tenant were to vacate on an unrealistically short timeline, and only if the unit was in good condition which he had not checked.

Remedies

31. The only remedy the Tenant seeks is a rent differential pursuant to section 57(3)(1) of the RTA.
32. In his application, the Tenant pled that his monthly rent had increased by \$870.00 as a result of moving. However, at the hearing, he testified that his old rent was \$1,350.00 and that his new rent was \$2,000.00 plus utilities. He did not say whether his old rent included utilities. He has therefore proved a rent increase of \$650.00 monthly.
33. There is no evidence that the Tenant's new unit was an improvement over the old unit, so betterment does not apply.
34. I therefore award a rent differential of \$650.00 for twelve months, \$7,800.00 total. The Tenant is also entitled to his filing fee of \$48.00 for this application.

It is ordered that:

1. The Landlord shall pay the Tenant \$7,848.00, which represents a rent differential and the filing fee for this application.
2. If the Landlord does not pay the Tenant the full amount owing by June 5, 2026, the Landlord will owe interest. This will be simple interest calculated from June 6, 2026 at 4.00% annually on the balance outstanding.

May 25, 2026
Date Issued

Dale Whitmore
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.

