



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-075898-25

In the matter of: 531 SHINGLE BRIDGE PL
Cambridge ON N3H5C4

Between: Megan Anne Parker Tenant
David Wright

And

Yoganath Santhaneswaran Landlord

Megan Anne Parker and David Wright (the 'Tenant') applied for an order determining that Yoganath Santhaneswaran (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 21, 2026.

The Landlord, the Tenant and the Landlord's Legal Representative Rizna Rishafy attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

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. 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.
3. The Tenant did not prove that the notice of termination was given in bad faith.

4. I am prepared to accept that the Tenant was served an N12 Notice of Termination and vacated as a result. While the Landlord's Legal Representative indicated that the Tenant actually vacated as a result of a consent agreement between the parties and the payment of compensation, I accept that this consent arose because of the service of the N12 and am not satisfied that the Tenant surrenders their right to bring a T5 Application on the basis that the tenancy was ultimately terminated on consent after the service of that N12.
5. I also accept that the Landlord's father did not occupy the rental unit within a reasonable time after the N12 Notice of Termination was served. A witness for the Tenant Cathy Kudlik testified that she has lived across the street from the rental unit for 35 years and can see the entirety of the unit except for the front door. She testified that after the Tenant vacated on July 31, 2025, she did not observe any signs of the Landlord or their father moving in and the house remained unoccupied.
6. The Tenant also testified that they saw for themselves that there was no maintenance being performed on the property, no garage carried out and no traffic in or out of the rental unit, and referred me to water bills which depict no usage from the rental unit. The Tenant also testified that they did not believe that the Landlord's father was going to move into a house which was run down.
7. More crucially, the Landlord's own testimony was that while his father genuinely intended to occupy the rental unit, he was prevented from doing so due to health reasons.
8. The Landlord testified that at the time he served the N12 his father genuinely intended to occupy the rental unit. He testified that after the Tenants vacated, the house required a thorough cleaning and contained damages that needed to be repaired. He testified that he wanted to ensure that the house was safe for his father to navigate with his walker. The Landlord relied on photographs of the rental unit which depict damages and a lack of cleanliness with the rental unit. Given that the Tenant also described the rental unit as run down, I am prepared to accept that the rental unit was in a poor state of repair when the Tenants vacated.
9. The Landlord testified that his father had intend to move in in the fall of 2024 and visited the house on October 20, 2025, in preparation for his move.
10. However, on Novembre 21, 2025 his father began to experience health issue and had two emergency admissions to the hospital. The Landlord relied on medical documentation form an Admission on November 21, 2025 which indicated that the Landlord's father had presented with confusion and fever.
11. He testified that his father has heart failure, a pacemaker, a diabetic leg from a prior polio infection among other ongoing conditions. And relied on medical notes in support of these conditions.
12. The Landlord testified that after his hospitalizations his father moved in with his sister who is now acting as his carer. He testified that his father now requires someone to care for him and receives wound dressing three times, and day and eye drops administered.
13. The Landlord's father Rajadurai Santhaneswaran testified that he had intended to move into the rental unit, as it had previously been his home with his wife and children before being rented. He testified that he was able to attend the rental unit a few months ago but

his health has since declined with multiple admissions to the hospital and he has had nurses come to look after him and provide care.

14. He testified that he was not aware that his health would deteriorate, and testified that it has prevented him from occupying the rental unit as was his intention.
15. The Landlord's witness Yalini Kulendran testified to the hearing. She is the Landlord's sister. She testified that her father cannot live independently and he requires assistance with preparing meals and administering medications, and ongoing supervision and care, on cross examination she clarified that his medical documents did not specify that he cannot live alone and his treatments can be performed outside of the home with assistance, however her father prefers his family to provide treatment.

Analysis

16. Ultimately, I am not satisfied that the Tenant has demonstrated that the notice of termination was given in bad faith, I am prepared to accept that the Landlord's father genuinely intended to occupy the rental unit when the notice of termination was served and was ultimately prevented from doing so due to health reasons.
17. While I note that it appears the Landlord's father did not intend to move into the rental unit until the late fall of 2025, several months after the Tenant vacated, in these circumstances I find that this is appropriate. I can accept that the rental unit was in poor repair, the pictures relied on by the Landlord depict a unit that is both damaged and unclean, and I can accept that the Landlord wished to take time to clean and restore the unit and ensure it was safe for his father who uses a walker to navigate. I also accept that due to the Landlord's father's advanced age his move may have been slightly delayed.
18. While the Tenant asserts that the Landlord's father could not have intended to occupy the rental unit due to its poor condition, I accept that the Landlord's father previously lived in the rental unit with his family, and the unit may hold some sentimental value for him, which would contribute to his desire to occupy the unit.
19. Additionally, I am prepared to accept the medical documents relied on by the Landlord which confirm that he experienced escalating health problems starting in November 2025, which left him hospitalized and in need of increased care. While the medical documents themselves do not state that the Landlord's father is unable to live alone, he is 86 years old and suffers from a myriad of symptoms including heart failure, diabetes, and chronic mobility issue necessitating the use of a leg brace. I am prepared to accept therefore that after this recent deterioration he would now struggle to live independently, and this has frustrated his intention to occupy the rental unit.
20. Therefore, as the Landlord's father was prevented from occupying the rental unit due to health issues, I am not satisfied that the Tenant has demonstrated that the notice of termination was given in bad faith.
21. Therefore, the Tenant's Application shall be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

May 28, 2026
Date Issued

Reid Jackson
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.