



Order under Section 57 Residential Tenancies Act, 2006

Citation: Love v Cicciarella, 2026 ONLTB 41595

Date: 2026-06-01

File Number: LTB-T-081451-25

In the matter of: 370 Selby Crescent
Newmarket ON L3Y6E1

Between: Timothy Love Tenant

And

Matteo Cicciarella Landlord

Timothy Love (the 'Tenant') applied for an order determining that Matteo Cicciarella (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on May 12, 2026.

The Tenant, the Landlord's Representative Bryan Rubin, the Landlord and the Landlord's witnesses Massimo Cicciarella 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. 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. It was uncontested that the Landlords served the Tenant with a notice of termination under section 48 of the Act and that the Tenant moved out because he received this notice. More specifically, the Tenant was ordered to vacate the rental unit pursuant to an order from the Board dated August 30, 2024, so that the Landlord's son could move in. The Tenant vacated the unit September 30, 2024.

4. The central factual dispute between the parties is the allegation that the Landlord's son, who did move into the rental unit, did not have a good faith intention to remain in the rental unit for at least one year.

Tenant's Evidence

5. The Tenant Timothy Love (TL) testified that after he vacated the unit he found out through neighbors and by driving by the property that the Landlord's son had moved out of the unit in July 2025, after his girlfriend had moved out, leaving one of the Landlord's employees to reside in the unit himself.
6. TL testified that eventually the rental unit was sold.
7. TL referred to a copy of a summons for stunt driving, in the Landlord's evidence, that the Landlord's son Massimo Ciciarella received in September 2025, in which his address is stated to be that of his father's address and not the address of the rental unit.
8. TL testified that through observing the unit and updates from neighbors, the unit appeared to be vacant in late August and early September 2025.
9. TL testified that the move resulted in a rent increase from \$2,500.00 to \$3,650.00 per month, moving expenses and he was seeking general compensation for having to move further north, adding additional time to his drive to work and for the eviction being in bad faith.

Landlord's Evidence

10. The Landlord testified that he had bought the unit for his son and that is why the N12 notice was served on the Tenant.
11. The Landlord testified that they attended the unit on October 1, 2024, to clean and paint and then his son moved into unit on October 4, 2024, along with his girlfriend and a friend Chris, who was also an employee of the Landlord.
12. The Landlord testified that his son had lived in the unit until his licence was suspended due to a stunt driving charge, at which time he stayed 30 days up north to be where his job was, and then when his licence was reinstated, he moved back into the unit.
13. The Landlord testified that around the same time, there was a downturn in business and although he wanted his son to stay in the unit, he couldn't afford it and eventually the house was sold in January 2026.
14. The Landlord's son Massimo Ciciarella (MC) testified that he is 23 years old and that he moved into the rental unit to start his independence. He believed he and his girlfriend were getting serious and it was his genuine intent to live in the unit long term. Copies of his bank statements showing the payment of the utility bills were submitted as evidence.
15. MC testified that his girlfriend moved out in July 2025, leaving just him and his friend Chris in the unit.

16. MC testified that he was charged with stunt driving in September 2025 and his licence was suspended for 30 days and during the time of the suspension he lived with his grandparents in Hastings to be close to work.
17. MC testified that after his licence was reinstated, he moved back into the unit for a bit but then moved back in with his parents as he was financially crippled from the impound fees legal costs and loss of work.
18. Under cross-examination MC testified that he had never changed his address on his licence to the address of the unit because he had forgotten to.

Analysis

19. The Tenant must prove on a balance of probabilities the 4 elements contained in subsection 57(1)(1) of the Act as outlined above.
20. The first and second elements of subsection 57(1)(a) are uncontested; the parties agree that the Tenant moved out of the rental unit on September 30, 2024, as a result of an N12 notice of termination served by the Landlord under section 48 of the Act.
21. With respect to the issue of whether the Landlord's son moved into the unit within a reasonable amount of time after the Tenant vacated, I find that both the Landlord and his son provided straightforward and consistent evidence establishing that MC did move into the rental unit on October 4, 2024 and resided there until early October 2025.
22. The Tenant also gave straightforward and consistent evidence with respect to the little activity seen in the rental after late MC's girlfriend moved out sometime in July 2025. I Find this testimony is consistent with the evidence of the Landlord and the Landlord's son that MC was not residing in the unit for one month in September due to losing his license and needing to be close to where he worked.
23. For these reasons, I find on the balance of probabilities that the Landlord's son did occupy the rental unit within a reasonable time after the Tenant vacated but then experienced a change in circumstances that resulted in him moving back in with his parents in October 2024.
24. The Tenant has not proven all the elements of the test required for her application to be successful. Therefore, her application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 1, 2026
Date Issued

Brenda Mercer
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.