



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-091704-25

In the matter of: 1442 BLOOR ST W
TORONTO ON M6P3L5

Between: Rodrigo Oliva Tenant

And

Sohan Lal Landlord

Rodrigo Oliva (the 'Tenant') applied for an order determining that Sohan Lal (the 'Landlord') gave a notice of termination in bad faith.

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

The Landlord and the Tenant attended the hearing a witness for the Tenant Alan Kennedy and a witness for the Landlord Harjinder Lal also attended.

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 proved some of the requirements in subsection 57(1)(a)
4. The Tenant did not prove no person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated
5. The Tenant testified that the rental unit is the top two floors in a 3-floor house, with a total of three bedrooms. He moved into the rental unit in 2010 and vacated October 31, 2024,

because he was served an N12 notice of termination indicating that the Landlord's son intends to occupy the rental unit.

6. The Tenant testified that after he vacated the Landlord's son may have moved in, but he did not believe he lived there full time. He allowed it was possible the Landlord's son had occupied one room and rented the two other rooms as he found two of the bedrooms within the rental unit listed for rent. The Tenant testified that at the L2 hearing for the Landlord's N12 the Landlord's son had testified that he required all three bedrooms for personal use.
7. The Tenant testified that he never saw the Landlord's son at the rental unit and many of the rooms appeared to be empty.
8. Alan Kennedy also testified at the hearing. He is a friend of the Tenant was enlisted to contact that Tenant's son through Kijiji after the Tenant discovered rooms in the rental unit listed for rent in June 2025. He testified that he tried to set up a date to view the rooms but this was delayed and ultimately abandoned because the witness left on vacation. He testified that the Landlord's son sent him multiple text messages when they were trying to set up a viewing and confirmed that two rooms were available for rent.
9. The Landlord testified that his son moved into the rental unit in December 2024 and he (the Landlord) began performing renovations on the unit at the same time. Including flooring, drywall and electrical work which he classified as necessary because the Tenant had been living in the rental unit for 12 years.
10. He testified that in January 2025 his son moved to a different bedroom within the house. He testified that he believed his sons girlfriend also moved into the rental unit but vacated in August 2025.
11. He testified that all he knew was that his son had moved in and was very busy and in and out of the rental unit. He claimed not to be aware that his son had posted rooms in the rental unit for rent.
12. Harjinder Lal testified that he moved into the rental unit on November 1, 2024. He testified that he initially moved into a bedroom on the third floor while his father performed renovations on the second floor. He testified that after he and that his girlfriend broke up in August 2025 he moved to a different bedroom on the second floor as that floor had been renovated.
13. He testified that he used one room as a bedroom and had an office on the second floor and was leaving the third bedroom empty for his sister who moved in December 2025.
14. He testified that in June 2025 he was in a bind, and had lots of debt and elected to rent two of the bedrooms of the rental unit, while these were posted for rent he ultimately decided not to go through with this as he had always lived with family in the past. He testified that he never informed his father that he was intending to rent bedrooms within the rental unit.
15. Harjinder Lal testified that he was still residing in the rental unit, though he was considering a move to Hamilton to loge with a new girlfriend and his considering employment with a new employer there. He testified that he visited Halifax twice while residing in the rental unit, and stayed for a week each time. He testified that he was often out of the rental unit 6

or 7 days a week in explanation for why the unit did not appear to be inhabited, and had not updated his address on his personal documents which has always been his parents address.

Analysis

16. 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. {Apply s. 57(5) if applicable}

17. In this case I am prepared to accept that the Landlord gave the Tenant a notice of termination and the Tenant vacated as a result. I am also satisfied that the reverse onus in Section 57(5) applies, and I am not satisfied that the Landlord has refuted that the notice was served in bad faith.

18. However, I am not satisfied that the Tenant has demonstrated that the Landlord's son did not occupy the rental unit within a reasonable time after the Tenant vacated.

19. The Tenant's evidence with respect to the Landlord's son failing to occupy the rental unit was largely speculative and suggested that while the Landlord's son may have briefly moved in, he did not reside in the rental unit in a manner consistent with residential occupation.

20. However, while the reverse onus applies to the burden of bad faith it does not apply with respect to occupation of the rental unit and the onus remains with the Tenant to demonstrate this, I am not satisfied they have done so.

21. In fact the Tenant's own evidence seems to suggest otherwise, as the Landlord's son was clearly advertising only two bedrooms for rent, suggesting that he himself was occupying the third, and I am not satisfied that the other evidence presented by the Tenant goes beyond speculation and is sufficient to demonstrate that the Landlord's son failed to occupy the rental unit.

22. While the Landlord's son offering two rooms for rent is certainly suggestive of bad faith, it does not demonstrate that the Landlord's son failed to occupy the rental unit and I am satisfied that he did in fact occupy the rental unit after the Tenant vacated and remained in the unit as of the hearing date. I am not satisfied that son's failure to update his address on official documents is demonstrative that he never occupied the unit, and accept that ultimately occupied the rental unit.

23. Therefore, as the Tenant has not demonstrated that the Landlord's son failed to occupy the rental unit within a reasonable time the Tenant's Application must be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

June 2, 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.