



**Order under Section 57
Residential Tenancies Act, 2006**

File Number: LTB-T-091382-25

In the matter of: 145 CALEDONIA ST
STRATFORD ON N5A5W7

Between: Natalia Elena Stanichevsky Tenant

And

John Beale Landlord

Natalia Elena Stanichevsky (the 'Tenant') applied for an order determining that John Beale (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 27, 2026.

The Landlord and the Tenant 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. There are three prerequisites to a successful T5 application made pursuant to section 57(1)(b) of the Act:
 - a. the Landlord gave notice of termination under s. 49 of the Act for “purchaser’s own use” in bad faith;
 - b. the Tenant vacated the rental unit as a result of the notice of termination; and
 - c. no person set out in the in notice occupied the rental unit within a reasonable time after the Tenant vacated.
3. It was undisputed that the Landlord did not serve the Tenant with an N12 notice of termination under either section 48 or 49 of the Act. In other T5 applications the Board has found that the Landlord had served the Tenant with an N12 under section 49 even if a Board approved form had not been used where the Landlord communicated to the tenant the essential elements of an N12 notice. However, in this case the Tenant has not established, on the balance of probabilities, that Landlord communicated the essential

elements of an N12 - i.e. that the Landlord wants to move in and it was necessary for the Tenant to vacate the rental unit in order to allow for the Landlord to occupy the unit for residential purposes.

4. The Tenant testified that she moved into the rental unit in 2024. The Tenant testified that on April 9, 2024, she spoke with the Landlord and the Landlord indicated that they wanted to sell their house. The Tenant entered into evidence exhibit 1.3 which is a text message dated April 11, 2024, in which the Landlord's realtor indicated that the Landlord may be selling their home but they have to first make sure that they can get the amount they want and otherwise they would not be selling and the realtor offered his services if the house is listed for sale to help the Tenant re-locate.
5. The Tenant testified that the Landlord's realtor attended the house on April 19, 2024, to evaluate the house for a potential sale. The Tenant provided that she started to look for alternative housing as she was unsure of whether the house would sell or not. The Landlord texted the Tenant on May 27, 2024, advising her that he intends to sell the house next spring and that would push the Tenant's move out date to the end of February 2025. The Landlord told the Tenant that this would give her a reasonable time for her to find a place.
6. The Tenant also testified that the Landlord inquired in December 2024 whether the Tenant would purchase the house and the Tenant declined their offer. The Landlord advised the Tenant at this point, that they plan to list the house for sale in May 2025, and they hope the Tenant can vacate by March 2025. The Tenant testified that she had exotic birds, and it would be difficult to find alternative housing that suited her needs to home her exotic birds.
7. The Tenant testified that she found new housing and provided notice to the Landlord on December 28, 2024, that she would vacate by January 31, 2025. She testified that she requested from the Landlord an N12 notice to terminate the tenancy and the Landlord refused. The Tenant testified she saw the rental unit listed for sale on April 2025.
8. The Landlord testified that he had not finalized the sale of the house, but he wanted to move in and strategize selling the house and if he had he would have served a formal N12 Notice of Termination and requested vacant possession at the end of March 31, 2025. This was clear in his communication to the Tenant on December 23, 2024. He testified that he often communicated to the Tenant she has till the end of March 2025 to vacate and was under no obligation to terminate earlier than that and she chose to vacate at the end of January 31, 2025.
9. The Landlord testified he moved into the unit and ultimately listed the home for sale on April 14, 2025, and then it was taken off the market in October 2025 and re-listed again on April 14, 2026, but he still lives in the rental unit.

Analysis

10. Here, it is undisputed that the Landlord never served a formal N12 notice under section 48(1). The Landlord submitted that because the Tenant was never served with an N12 notice containing the essential element of that notice, this application should be dismissed.
11. However, section 202 of the Act requires me to consider the real substance of all transactions. In this case, the Landlord admitted they asked the Tenant to vacate to allow the Landlord to move in and eventually to sell the rental unit.
12. Based on the Landlord's own testimony I find that the Tenant vacated because the Landlord told the Tenant that they had to vacate the rental unit by March 31, 2025, because he wanted to move in and sell the unit. I find that this communication contains the essential elements of a an N12 notice – a demand that the tenants vacate by a specific date because the landlord wanted vacant possession due to an anticipated sale of the rental unit.
13. It would be an absurd outcome for the Landlord to be allowed to rely on not serving a N12 as a means of circumventing the Act and avoiding the responsibilities under it when the whole basis for the termination is a reason contained within a landlord's own-use notice.
14. Based on my above analysis, the first and second steps of the test have been met, namely that the Tenant was given a notice of termination under s. 48 of the Act for landlord's own use and they vacated as a result of the notice. The only remaining issues to determine are whether the Landlord moved into the rental unit within a reasonable time after the Tenant vacated and whether the N12 notice was given in bad faith.
15. Based on the evidence, the presumption of bad faith in subsection 57(5) of the Act applies to this situation. This provision states:

(5) For the purposes of an application under clause (1)(a), it is presumed, unless the contrary is proven on a balance of probabilities, that the landlord gave a notice of termination under section 48 in bad faith, if at any time during the period described in subsection (6) the landlord,

(c) advertises the rental unit, or the building containing the rental unit, for sale
16. This provision means that, because there is evidence before me that during the one-year period after the Tenant moved out of the rental unit the Landlord listed the rental unit for sale, it is presumed that the notice was given in bad faith. The onus then shifts to the Landlord to rebut the presumption and prove that they did not serve the notice of termination in bad faith.
17. I find that the Landlord did occupy the rental unit for at least 12 months as required when a landlord terminates the tenancy with a notice of termination served under section 48 of the Act.
18. The Landlord testified that shortly after the Tenant moved out, the Landlord moved into the rental unit and is currently still living there. The Landlord also testified that he listed the

property for sale again on April 14, 2026. The Tenant did not present any concrete evidence to challenge the Landlord's position on this point. Therefore, I cannot find that the Tenant proved on a balance of probabilities that the Landlord did not move into the rental unit within a reasonable time after the Tenant vacated.

19. On an application to the Board, the person who alleges a particular event occurred has the burden of proof to establish that it is more likely than not that their version of events is true.
20. The evidence was that rental unit was listed for sale on April 14, 2025, and it failed to sell. As a result, I find the evidence supports finding the true nature of the Landlord was to occupy the rental unit for the time required under the Act and at the end the Landlord re-listed the unit for sale on April 14, 2026.
21. Therefore, I find the Landlord has rebutted the presumption that the N12 was served in bad faith and have proven on a balance of probabilities that their original intent was genuine. The Tenant's application must therefore fail.
22. As the Tenant cannot establish all the requirements of subsection 57(1)(a), the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 1, 2026
Date Issued

Vinuri Sivalingam
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.

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