



Order under Section 57 Residential Tenancies Act, 2006

Citation: Levely v Anand, 2026 ONLTB 42236

Date: 2026-06-01

File Number: LTB-T-073301-25

In the matter of: Basement, 5 Thorncroft Cres
Ajax ON L1S2S1

Between: Jennifer Levely
Adam Northfield
Tenants

And

Guneet Anand
Landlord

Jennifer Levely and Adam Northfield (the 'Tenants') applied for an order determining that Guneet Anand (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 16, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants' application is dismissed.
2. The Tenants filed their application pursuant to subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act'). Since the Tenants filed their application, they bear the burden of proof of establishing on a balance of probabilities *each* of the following under this provision:
 - The Landlord gave the Tenants an N12 notice of termination under section 48 of the Act;
 - The Tenants vacated the rental unit as a result of the N12 notice of termination or as a result of an application to or order made by the Board based on the notice;
 - No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenants vacated; and
 - The Landlord served the N12 notice of termination in bad faith.
3. The presumptions of bad faith under subsection 57(5) of the Act, are not applicable in this case.

4. There is no dispute between the parties, that the Landlord gave the Tenants a N12 Notice of termination under section 48 of the Act, and that the Tenants vacated the rental unit as a result of a Board Order that was based on the N12 notice of termination (LTB-L-010725-24). The Tenants vacated the rental unit on March 14, 2025.
5. The central dispute between the parties is whether the Landlord's daughter occupied the rental unit within a reasonable time after the Tenants vacated the rental unit, and whether the N12 notice of termination was served in bad faith.
6. The Tenants claimed that they that on July 24, 2025, they send a text message to the Landlord advising him that it had come their attention that nobody had moved into the rental unit, to which the Landlord responded that the basement is being brought up to standards. The Tenants claimed that the Landlord's response to this text message suggests that the Landlord's daughter did not move into the rental unit. The Tenants further claimed on September 8, 2025, and on September 24, 2025, they received text messages from various neighbours residing next/around the vicinity of the rental unit advising the Tenants that the rental unit was empty and that no one had moved in. The Tenants testified that from July 2025 to September 2025, they did not personally visit the rental unit to confirm whether the Landlord's daughter had moved in. The Tenants also confirmed that they do not know who the Landlord's daughter is and are not sure whether the neighbours next/around the vicinity of the rental unit recognize the Landlord's daughter. Copies of these text messages were filed as evidence with the Board.
7. The Landlord claimed that this daughter moved into the rental unit in April 2025. He adduced photographs of his daughter at the rental unit in July 2025; photographs of his daughter taking some belongings inside the rental unit in July 2025; photographs of his daughter's mail coming to the rental unit from June 2025; photographs of his daughter's belongings inside the rental unit and of his daughter inside the rental unit with her friend; and photographs of his daughter with family/friends gathering at the rental unit in February 2026. With respect the text message dated July 24, 2025, the Landlord claimed that this text message does not reference that his daughter is not residing in the rental unit. The text message only references that the rental unit is being repaired. The Landlord claimed that the repairs were carried out intermittently at the rental unit while his daughter was in possession.
8. Considering the totality of the evidence adduced at the hearing, I am not satisfied on a balance of probabilities that the Tenants have established their claim.
9. The Tenants evidence relies primarily on text messages (from neighbours and the Landlord) and assertions made in those messages that they believe suggests that the Landlord's daughter did not move into the rental unit. This evidence is doubly problematic.
10. First, it is entirely speculative, and the absence of a seeing the Landlord's daughter at the rental unit does not conclusively establish that the Landlord's daughter does not reside in the rental unit/did not move into the rental unit. The Tenants did not personally attend the rental unit to confirm whether the Landlord's daughter resides in the rental unit, and no other direct evidence was provided by the Tenants in support of their claim.
11. Second, the text messages relied on by the Tenants from the neighbours constitute uncorroborated hearsay evidence. The Tenants did not summons these witnesses to the

hearing to confirm whether they know who the Landlord's daughter is and how they arrived at the conclusion that the Landlord's daughter does not reside at the rental unit/did not move into the rental unit. I would have reasonably expected the Tenants to summons these witnesses at the hearing to corroborate their claim. The Landlord also could not cross examine the reliability of the assertions made by these neighbours. For all these reasons, I place little weight on the Tenants' evidence.

12. The Landlord provided direct, persuasive evidence of his daughter's occupancy of the rental unit. The Landlord adduced photographic evidence capturing his daughter moving belongings into the unit, as well as photographs documenting events hosted at the rental unit. While the daughter herself did not attend the hearing to testify, I do not find her absence fatal to the Landlord's defence. I find the Landlord's testimony to be credible and reliable as the Landlord possesses direct, first-hand knowledge of his daughter's living arrangements. I accept the Landlord's direct evidence over the speculative evidence provided by the Tenants. I also accept the Landlord's position that the text message dated July 24, 2025, does not specifically mention that his daughter does not occupy the rental unit. This text message only references that repairs needed to be conducted at the rental unit. I agree with the Landlord's position that the Tenants' evidence with respect to this text message was based on unfounded assumptions. The Landlord claimed the repairs were carried out intermittently while his daughter occupied the rental unit. The Tenants did not seriously challenge the Landlord's claim. Thus, I find the Landlord's evidence to be reliable in this regard. Accordingly, I am satisfied on a balance of probabilities that the Landlord's daughter occupied the rental unit within a reasonable time after the Tenants vacated, and that the notice of termination was not provided in bad faith.
13. Alternatively, even I do not accept the entirety of the Landlord's evidence, for the reasons already noted above in this Order, the Tenants have failed their burden of proof of establishing on a balance of probabilities that the Landlord's daughter did not occupy the rental unit within a reasonable time after the Tenants vacated, and that the N12 Notice of termination was served in bad faith.
14. Accordingly, the Tenants' application is dismissed.
15. This order contains all the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenants' application is dismissed.

June 1, 2026
Date Issued

Inderdeep Padda
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.