



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-047532-25

In the matter of: 204, 255 VILLAGE GREEN SQ
SCARBOROUGH ON M1S0L7

Between: Robert Kyle Morrison Tenant

And

Tharshini Gopalapillai Landlord

Robert Kyle Morrison (the 'Tenant') applied for an order determining that Tharshini Gopalapillai (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 4, 2026.

The Landlord's Legal Representative, Kashif Ali, 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. 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 parties did not dispute the following material facts:
 - The Landlord served the Tenant with an N12 Notice of Termination under section 48 of the Act, which stated that they required vacant possession of their rental unit because the Landlord required the rental unit for personal use;
 - The Tenant vacated the rental unit on as a result of the N12 Notice; and

- The Landlord continued to reside at the rental property as of the date of the hearing but did list the rental property for sale within 12 months after the Tenant vacated.
4. Therefore, the issues to be determined are whether the N12 Notice was given in bad faith.
 5. The Landlord presented uncontested evidence that they have resided in the rental unit since April 3, 2025, and continue to reside at the unit as of the date of the hearing.
 6. The Landlord testified that they gave the Tenant the N12 notice of termination for their own personal use because her medical condition and financial situation changed and she needed to move into the unit. She was living in a unit with stairs, and she needed a flat surface due to physical, mental and health issues. The Landlord testified that she lost her job, was struggling financially, and had to do testing for medical reasons, and it was recommended that she should live with someone, so she listed a room for rent online to share the unit with someone, but she was unable to rent out the room. Accordingly, she occupies the unit on her own.
 7. The Landlord further testified that she did list the property for sale due to her financial situation changing but was unable to sell it.
 8. The Landlord provided documentation evidence to support that she resides at the rental unit and continues to reside at the rental unit. These documents included, vehicle ownership and insurance, mail forwarding, her drivers license, her pension plan, T4A tax document from work, CRA documentation, loan details, and medical documentation. In addition, the Landlord provided photograph evidence to support that she moved into the rental unit by showing all her belongings within the unit.
 9. The Tenant disputes that the Landlord provided the notice of termination in good faith and testified that the Landlord had the intention to rent it or sell it but was unable to do so within the 12-month period that Landlord claimed she was going to reside at the unit.
 10. The Tenant during cross examination testified that he has no evidence that the Landlord is not actually living at the rental unit.
 11. Given that it is undisputed that the Landlord listed the rental unit for sale, within one year of after the Tenant vacated, I find that the presumption of bad faith in section 57(5) is triggered. Therefore, the burden of proof shifted to the Landlord to prove that the N12 Notice was given in good faith. Based on the evidence presented by the Landlord, I am satisfied that the presumption was rebutted, and the Tenant has failed to prove on a balance of probabilities that the Landlord provided the notice in bad faith. The Landlord had an explanation as to why a bedroom was listed for rent, not the entire rental unit, in addition to why she listed the property for sale, which was an unforeseen financial circumstance, but the Landlord continues to reside at the rental unit as of the date of the hearing. Therefore, I am satisfied that the Landlord met the burden of proof and did not serve the notice in bad faith.

It is ordered that:

1. The application is dismissed.

June 1, 2026
Date Issued

Samantha Greaves
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.