



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-100385-25

In the matter of: B, 269 HADDINGTON AVE
NORTH YORK ON M5M2R2

Between: Gillian Weinrib Tenant
Roark Baker
Marlowe Baker

And

Rick Zhang Landlord

Gillian Weinrib, Roark Baker and Marlowe Baker (the 'Tenant') applied for an order determining that Rick Zhang (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on May 11, 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. 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 did not prove the requirement in subsection 57(1)(a). I say this for the following reasons.
4. The Tenant Gillian Weinrib ('GW') testified that on February 13, 2024, the Landlord provided an N12 for termination date of April 30, 2024. The N12 notice stated that the Landlord required vacant possession of the rental unit because the Landlord intends to

move into the unit along with his family. The Tenant vacated as result of the N12 and moved out on November 29, 2024, pursuant to the LTB order (LTB-T-100385-25). The Tenant submitted that the Landlord's utility bill shows a different address than the rental unit for the month of May 2025.

5. The Tenant provides that they have driven by the rental unit since they moved out and they only saw the Landlord's car in the driveway occasionally. She also testified that she knows the family did not move in because their son does not attend the school in the area. She provided pictures of the Landlord's car being parked but there was no garbage put out. She also provided pictures of the snow not being plowed. She testified that she saw the landlord and his family moving furniture on December 20, 2025.
6. The Landlord testified that he moved into the rental unit along with his family in December 2024 and is currently still occupying the property. The Landlord provided in evidence Ikea receipt of furniture that was ordered to the home on November 29, 2024, to be delivered to the rental unit. He also provided in evidence copies of utility, electricity and internet bills for the rental. He testified that the May 2025 utility bill contained a different address because it took some time to change the address but subsequently all the bills thereafter are in his name and the rental unit address. The Landlord provide pictures taken inside the rental unit with his family in October 2025.

Analysis

7. Based on the evidence before the Board, I find the Landlord gave the Tenant a notice of termination under section 48 and the Tenant vacated the rental unit in response to the eviction notice served by the Landlord. Given that the Tenant moved out the rental unit on the termination date of the N12, I am satisfied the Tenant vacated the rental unit due to the Landlord's eviction notice and satisfied the second requirement of section 57(1)(a) of the Act. 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.
8. In this case, the evidence from the Landlord was that they did move into the rental unit as of December 1, 2024, and they currently still occupy the unit.
9. 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.
10. There is no evidence before the Board to substantiate or corroborate the Tenant's claim that the Landlord did not move into the rental unit within a reasonable time after the Tenant vacated.
11. The evidence of Tenant was that they occasionally pass through the neighbourhood and only occasionally see the Landlord's car. I do not find that this alone establish that the Landlord did not occupy the unit. The Tenant also did not visit the rental unit after they vacated to confirm who moved into the rental unit.

12. Given it was not disputed that there are charges for internet, utilities, and the bills reflect usage. I also find the very fact that all their bills and accounts was placed in the Landlord's name for approximately a year support a finding of residential occupation.
13. I find that for the utility bills show variation in electricity and water usage. Further, the utility bills show variability in thermal cooling charges in the spring, summer, and fall and thermal heating charges in the winter. Given the variable usage of utilities, I was not satisfied that no one resided in the rental unit.
14. The Tenant did not present any concrete evidence to challenge the Landlord's position on these points. Therefore, I cannot find that the Tenant proved on a balance of probabilities that the Landlords did not move into the rental unit within a reasonable time after the Tenant vacated.
15. 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.
16. In these circumstances, the burden falls on the Tenant to establish that the Landlord did not move into rental unit within a reasonable time after the Tenant vacated. Based on the evidence before the Board, I find the Tenant has failed to lead sufficient evidence to establish the Landlord did not move into the rental unit. As such, the Tenant did not satisfy the third requirement of section 57(1)(a) of the Act. 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 application is dismissed.

June 3, 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.