



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-047542-25

In the matter of: 50 Larch Street
Hamilton ON L8T4N9

Between: Hannah Khodeir Tenant
Jacob Dolan

And

Tejas Prakash Ghandi Landlord
Kalpita Jagdish Patne

Hannah Khodeir and Jacob Dolan (the 'Tenant') applied for an order determining that Tejas Prakash Ghandi and Kalpita Jagdish Patne (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, Glenn Gosling, 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 do not dispute that the Landlord gave the Tenant an N12 notice of termination under section 48 of the Act for "landlord's own use" and that the Tenant vacated the rental unit as a result of the N12 notice.

4. Therefore, the only issues in dispute are whether the Landlord moved into the rental unit within a reasonable time after the Tenant vacated, and if the notice was given in bad faith. The other elements of the test in s. 57(1)(a) are not disputed.
5. The parties agree that the Tenant vacated the rental unit on March 30, 2025.
6. The Tenant testified that during the months from April 2025 to June 2025, the Tenant kept their mailbox keys to collect their mail and continued to use the mailbox after they vacated the rental unit and assumed the Landlord would get his own mail key, which would result in them no longer having access to the mailbox. The Tenant testified they had no knowledge of the Landlord getting their own key, but they maintained access to the mailbox until June 2025. The Tenant testified under cross examination that they kept accessing the mailbox after they vacated to prove their case and that the Landlord had no intention to move into the rental unit.
7. In addition, the Tenant testified that they drove past the rental property from April 2025 to June 2025 as they have to drive by to get their daughter to school, and the Tenant noticed the Landlord did not put garbage out on Fridays, as this was the day the garbage was collected. As well, the rental property looked vacant as the blinds were closed, no cars were in the driveway, and the grass was overgrown.
8. The Tenant testified that the hydro bill was still in their name as of May 15, 2025, and that the usage of hydro was significantly lower than a normal person, or their own usage.
9. The Tenant testified that it was not until sometime in July 2025, that the rental property showed signs of someone residing in the unit, which was after they filed this application. The signs were garbage being put out for garbage day, and one blind being opened.
10. The Tenant testified that she believed the Landlord only gave the N12 notice of termination due to The Tenant raising the issue that the 2 units within the building were not legal separate units, which did not meet fire and safety codes. The Tenant was to reside in the upper unit, and the basement unit was vacant when the Tenant moved in.
11. Under cross examination the Tenant testified that the Landlord rented them the entire home because the Landlord was not going to complete the work to address the fire and safety issues and turn the building into 2 separate units.
12. The Landlord testified that he and his spouse moved into the rental unit on April 5, 2025, and provided documentation from Uhaul to confirm that they rented a vehicle to move into the rental unit.
13. The Landlord also provided further documentation as evidence which was confirmation of their address change from Service Ontario which shows that on April 5, 2025, they changed the address on their driver's license which took about 90 days for the new one to come in, bank statements to show the rental property as their residence, a doctor's letter confirming they would be changing their family doctor from Mississauga where they previously resided to Hamilton, which is where the rental unit is located. In addition, the Landlord provided photographs of work being completed at the rental property with the Landlord in the photographs, along with birthday parties, and other family gatherings that took place at the rental unit.

14. The Landlord testified that they changed their family doctor on April 25, 2025, as it made no sense for them to remain with their family doctor as it was a 2 hour drive away.
15. The Landlord testified in response to their garbage not being outside when the Tenant would drive by that garbage pickup is normally around 12:00 p.m. to 3:00 p.m., and the Landlord puts out the garbage around that time after his wife preps their meals.
16. The Landlord testified in response to the hydro usage, that they are a family of 3, whereas the Tenant was a family of 6, so the Tenant's usage would be higher. In addition, the Landlords do not like to waste their money and are very cautious about their hydro usage, so they consume a lot less.
17. The Landlord testified in response to the lawn being overgrown, that the Tenants took the Landlord's lawn mower when they vacated, and the Landlord did not want to purchase a new one, so the neighbour would cut the grass from time to time until they purchased a new one.

The Law/Analysis:

18. While the Tenant offered reasonable suspicions, which are genuinely held by them, they remain however, mere suspicions. While I accept that the Tenant raised an issue with the Landlord about the fire and safety issues about the 2 separate units, the Landlord in return rented out the entire property to the Tenant to address this issue and did not turn the property into 2 separate units. The Tenant failed to provide any supporting documentation or evidence to support their suspicions and relied merely on garbage not being put out when they drove by the unit, the hydro usage, and the fact that the mailbox was not switched over.
19. The Landlord provided a great deal of documentation evidence to support that they moved into the rental unit in April 2025 and even provided documentation to support that they changed their family doctor to one that was closer to the rental property.
20. Ultimately, I find that the Landlord moved into the rental unit shortly after the Tenant vacated and continues to reside at the rental unit. Since the Tenant has not proved all of the parts of the test in s. 57(1)(a), the application must be dismissed.

It is ordered that:

1. The Tenant's 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.