



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

File Number: LTB-T-049642-25

In the matter of: 32 PICKETT PL
Cambridge ON N3E0B4

Between: Marina Gigovic Tenant
Goran Radulovic

And

Marta Sliwinski Landlord
Michael Sliwinski

Marina Gigovic and Goran Radulovic (the 'Tenant') applied for an order determining that Marta Sliwinski and Michael Sliwinski (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, Janet van Oordt, 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.

Findings of Fact:

2. On consent the parties agreed to the following facts:
 - a) The Landlord served an N12 notice of termination for "landlord's own use" under s. 48 of the Act with a termination date of January 31, 2024;
 - b) The Tenants vacated the rental unit as a result of receiving that N12 notice on June 14, 2024;
 - c) The property was listed for sale April 1, 2025; and
 - d) The closing of the property was set for July 8, 2025

- e) Renovations were completed within the rental unit.

The Landlord gave the N12 Notice for own use in Good Faith:

3. 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.
4. As the parties agreed that the Landlord had listed the rental unit for sale within 12-months after the Tenant vacated, 57(5)(c) of the Act applies and it is presumed that the Landlord gave the N12 notice in bad faith unless they rebut the presumption by proving on a balance of probabilities that they gave the notice in good faith.

Landlord's evidence

Marta Sliwinski testimony

5. The Landlord testified that the N12 notice was provided to the Tenant as their family was going through a crisis, and her spouse along with their son were mentally unstable and going through extreme stress. At which point, police were called, and they were hospitalized. The decision was made for her spouse and their son to move into the rental unit permanently as this caused issues within their marriage resulting in a breakdown.
6. The Landlord testified that due to a police incident in the fall of 2023, her spouse could not reside at the property and due to the Tenant not vacating until June 14, 2024, her spouse was living with family and friends between the time the N12 was given and when the Tenant vacated the rental unit.
7. The Landlord testified that her spouse moved into the rental until July 1, 2024, and provided his driver's license as evidence to support this. In addition, the Landlord provided further documentation evidence such as, the gas bills, property insurance, and photos taken while her spouse was living within the rental unit.
8. It is not disputed that Michael did renovations throughout the entire rental unit. The Landlord testified that the purpose of the renovations was for personal use, and not to upgrade and sell the home at the time the renovations were being completed.
9. The Landlord testified that it was not until March 2025, when their financials changed as Michael received a notice that he was permanently disabled and was not able to return to work which effected his income and his finances. The Landlord provided documentation evidence to support their financial struggles and the debt they were in.

10. The Landlord further testified that there was an attempt to reconcile their marriage after this, and they attempted to reconcile their marriage up to July 2024, and they realized that if they were going to reconcile, they did not need 2 residences. Their kids wanted to stay in their family home as they have resided there since 2009, and with Michael's lower income due to disability, they sold the rental property as they could not afford both places.
11. The Landlord testified that when the N12 was given, it was their intent for Michael to move into the rental property and live there permanently and she was to remain in the family home with the kids and her parents would help out financially.
12. The Landlord testified that it wasn't until July 2025 when Michael moved back into the matrimonial home, and that she now resides with her parents in their basement.

Michael Sliwinski testimony

13. Michael testified that he moved into the rental unit on July 1, 2024, and that he did reside at the rental unit for a period of 12 months.
14. Michael testified that he did not have internet at the rental property and used his cell phone for internet usage so there was no proof to be provided by an internet provider, and that he did not change his address on everything as he still maintained joint ownership of the matrimonial home with Marta, and they had joint debts and accounts, so he did not update his address, but he did change his address with the CRA and some of his banking, but could not confirm the date when these changes were made.
15. Michael testified that he did do renovations at the rental property, but it was for personal use and not to upgrade and sell the home.

Rana Lacuesta testimony

16. Rana Lacuesta testified that she was aware that Michael moved out of the matrimonial home in July 2024 as she is neighbours with the Landlord. Rana testified that she attended the Landlord's home to provide support to Marta while they were going through their separation, and she did not see Michael very often other than to visit the children from July 2024 to July 2025, when Michael moved back into the matrimonial home.

Tenant's evidence

Marina Gigvovic testimony

17. The Tenant testified that the entire home was renovated for the purpose of the Landlord to sell the property.
18. The Tenant testified that the Landlord attempted to sell her the rental property in 2002, but she was unable to obtain a mortgage which resulted in her not being able to buy the property, so she takes the position that the notice was given in bad faith.

19. The Tenant testified that she drove by the rental property all the time and there was never a vehicle in the driveway, and the lights were never on, in addition to the grass not being cut. The Tenant testified there were no signs of anyone residing in the rental unit. The Tenant testified that the Landlord provided her a previous N12 notice that the Landlord's spouse would be moving into the rental unit, but it was dismissed.
20. I have reviewed LTB-L-094368-23 order dated May 2, 2024, where an order was issued from the Board on a L2 application, pertaining to the N12 notice given to the Tenant, which the Board found the Landlord required the rental unit, and terminated the tenancy on June 30, 2024. There have been quite a few matters before the Board pertaining to these parties, and there are no orders from the Board dismissing the Landlord's application for a N12 notice given.
21. Through the Tenant's own documentation evidence, there is a letter dated November 20, 2023, from the Landlord's legal representative, that explains that since the previous N12 notice was defective and it could not move forward and as such a new N12 notice was issued to the Tenant for the same reason. The new N12 notice is the notice that is the subject of the current application.
22. The Tenant testified there is a neighbour who can confirm that the grass was not cut and the lights were kept off, and that she spoke with the neighbour to confirm no one was there. This neighbour did not attend the hearing to provide any testimony. The Tenant further testified that she took photos but did not upload them, and that she did not have dates or times as to when she was driving by nor did she confirm that Michael was not living there.
23. Based on the evidence provided, I am satisfied that the Landlord has rebutted the presumption of bad faith. I am satisfied that the Landlord served the N12 notice in good faith and her spouse resided at the rental property for 12 months beginning shortly after the Tenant vacated, and it was due to change in their financial circumstances that the property had to be sold, but it was not until after her spouse resided at the property for 12 months. I accept the Landlords' evidence that her spouse moved into the rental unit and continued to live there until July 2025. The Tenant testified there was documentation and evidence within her possession but failed to upload them, nor serve them on the Landlord, and in addition the Tenant did not have any specifics about the dates and times she drove by the rental property. As a result, I am satisfied that the Landlord served the N12 in good faith.
24. As the Tenants did not establish the bad faith of the Landlord in serving the N12 notice, 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

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.