



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-075787-25

In the matter of: 715127 OXFORD ROAD 4
WOODSTOCK ON N4S7V9

Between: Austin Blue Tenant
Chelsey Blue

And

Harjot Pannu Landlord

Austin Blue and Chelsey Blue (the 'Tenant') applied for an order determining that Harjot Pannu (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 27, 2026.

The Landlord and the Landlord's Legal Representative Sam Sidhu and the Tenant attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

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 Landlord gave the notice of termination in bad faith.

4. It was not disputed that the Tenant's were served with an N12 Notice of Termination and vacated a result, and that the person identified in the N12 did not occupy the rental unit.
5. It was also agreed by the parties that the rental unit was listed for rent within one year of the Tenant vacating. Therefore, the presumption of bad faith in Section 57(5) applies and the onus is on the Landlord to rebut this presumption.
6. The Landlord testified that she served the Tenants with an N12 Notice of Termination on June 7, 2025 with a termination date of August 7, 2025. She testified that she served the N12 because she was facing difficult financial circumstances as her children were growing and her husband was working less. She explained that she was paying \$3000.00 per month to rent her own unit and was thinking that she could save funds by leaving her rental and occupying the rental unit which had a mortgage which was less than her rent payment.
7. She testified that she was helping to assist her father-in-law who suffers from dementia, and that on July 14, 2025, he suffered a fall in the bathroom and hit his head causing a brain bleed. She testified that following this his care needs became extensive and he required someone with him at all times after he was discharged from the hospital on August 7, 2025 as he was at high risk of aspiration and infection.
8. The Landlord relied on medical progress notes and a discharge document which identifies her father-in-law as living with 10 medical conditions including advanced dementia, recurrent falls, right eye blindness, moderate to severe aortic stenosis and chronic kidney disease.
9. The Landlord testified that the unit she is renting is located on the same street as her sister in laws home where her father-in-law resides so she spent a lot of time there with the family providing support and caring for her father in law after his fall. The Landlord also explained the she is a nurse by trade which left her well equipped to care for her father in law.
10. She also testified that other members of the family attempted to get time off work to assist with her father in laws care but struggled to do so. She relied on a letter written by a Dr. Si-Kubaisi on September 16, 2025 in support of a Jaswanta Gill being permitted to take time off to care his father. The Landlord explained that in spite of this letter he was not permitted the time off to care for his father.
11. The Landlord also relied on an affidavit from her sister-in-law Kirandeep Jaur Gill outlining her father in laws fall and the care the Landlord provided to him and the family during this time, and on an ongoing basis.
12. The Landlord testified that after he fall in laws fall she decided to stay in her rental unit because it was very close to him and made it easier for her to provide her with the care that her required. She testified that she continued to struggle finically, which is why she subsequently listed the rental unit for rent after the Tenant's vacated. She testified that she listed the rental unit for rent sometime in August 2025.
13. The Tenant testified that they moved into the rental unit June 10, 2024 and vacated July 10, 2025 because they received the N12 Notice of Termination. They testified that they found an advertisement listing the rental unit for sale on July 24, 2025 at 8:00am.

However, the screenshot uploaded by the Tenants to the portal was dated September 10, 2025. They also testified that they stopped by the rental unit and met the new Tenants, and confirmed the rental unit had been re-rented.

Analysis

14. While I am satisfied that the Landlord gave the Tenant an n12 Notice of Termination, and the Tenant vacated as a result, and no person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated, I am not satisfied that the N12 was given in bad faith.
15. As the rental unit was listed for sale the onus is on the Landlord to rebut the presumption of bad faith, and I am satisfied that they have done so.
16. I accept that the Landlord's father-in-law who was living with dementia suffered a severe fall on July 14, 2025 after the service of the N12 Notice of Termination which left him hospitalized and in need of significant care when he was released. I am also prepared to accept that as the Landlord is a nurse and her current residence is close father in laws home, she was best placed within her family to provide him with the high level of care required after his discharge, as supported by the Landlord's testimony and the affidavit from Kirandeep Jaur Gill
17. Additionally, I am prepared to accept the medical documents relied on by the Landlord which confirm that her father-in-law had significant care needs stemming from his fall, which left him hospitalized and in need of increased care. The conditions described on the medical documentation support the assertion that he was unable to live alone after the fall and required a high level of care. I am prepared to accept therefore that after this deterioration he required a high level of care which the Landlord was best placed to provide, and that this has frustrated her intention to occupy the rental unit.
18. Therefore, I am satisfied that at the time the N12 was served the Landlord genuinely intended to occupy the rental unit, and this intention was pre-empted by her need to provide a high level of care for her father in law, which could best be accomplished by remaining in her own rental unit.
19. Therefore, while the rental unit was listed for sale and bad faith is presumed, I am satisfied that the Landlord has rebutted this presumption.
20. Therefore, the Tenant's Application shall be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

June 4, 2026
Date Issued

Reid Jackson
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.