



Order under Section 57 Residential Tenancies Act, 2006

Citation: Crichlow v Sundaralingham, 2024 ONLTB 11035

Date: 2026-06-19

File Number: LTB-T-001109-23

In the matter of: 2, 816 ELLESMERE ROAD
SCARBOROUGH ON M1P2W4

Between: Jonathan Crichlow Tenant

And

Kandasamy Sundaralingham Landlord

Jonathan Crichlow (the 'Tenant') applied for an order determining that Kandasamy Sundaralingham (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on February 1, 2024.

The Tenant and the Landlord attended the hearing. The Tenant testified on his own behalf and represented himself throughout. The Landlord was represented by Thirusenthuran Sivapatham, testified on his own behalf, assisted by an interpreter, Wilson Karon, and called as a witness, Roshali Sundaralingham (the 'Landlord's Daughter').

Determinations:

1. This application involves the middle unit of a triplex. Sometime in the summer of 2021 the tenants of the three separate rental units each received notice of termination pursuant to s. 48 of the *Residential Tenancies Act, 2006* (the 'Act'). The notices all indicate the Landlord required possession for the purposes of residential occupation by the Landlord's Daughter. The tenant of the lower unit moved out at the end of August, 2021. The Tenant who filed this application moved out of the middle unit with his family on September 30, 2021. The tenant of the top unit refused to move out and was still in possession as of the date of the hearing before the Board.
2. This application is brought pursuant to s 57(1)(a) of the Act. That provision requires the Tenant to prove all of the following:
 - The Landlord served notice to terminate pursuant to s. 48;
 - The Tenant moved out pursuant to the notice of termination;
 - The person who intended to move into the rental unit that was identified by the notice of termination failed to occupy the rental unit within a reasonable time after the Tenant vacated; and
 - The notice of termination was given in bad faith.

3. There is no dispute between the parties that the first two elements of the test have been met. An N12 was served and the Tenant moved out because of it.
4. That means the next question for the Board is whether the Landlord's Daughter moved into the rental unit within a reasonable period of time after the Tenant vacated.
5. The Tenant believes that the Landlord's Daughter did not move into the rental unit within a reasonable period of time because he would drive by and see curtains and the bunkbeds he left behind through a window. He also spoke to the tenant of the upper unit about 15 months after the Tenant moved out and she told him no one was in the unit. But the upper unit tenant was not called to testify.
6. The Landlord has two daughters. At the time of the hearing before the Board they were 29 and 33 years old. The Landlord says that when he purchased the residential complex, he intended that it would eventually be occupied by his younger one and that she would essentially use it as her single family home. There was some delay because it was messy and there was some work the Landlord wanted to do first. He says she lived in the building with her boyfriend until January of 2023 when she moved for reasons related to her job.
7. According to the Landlord's Daughter, she moved into both units in October of 2021. Her primary reason for moving was because she wanted out of her parents' house to get more privacy. She says she and her boyfriend used various rooms in the two units for a variety of purposes. When the residential complex was first purchased her plan was to have one kitchen set aside just for baking because she loves baking and for hygienic reasons. In 2021 she typically continued to work from her parents' home and mainly slept in unit 1. Initially she used the Tenant's unit mostly for storage for her father's stuff, but she also used the living room as a quiet place to study in. When she needed her laptop she always used that living room. For baking she used the kitchen in unit 1. According to her, in January of 2023 she was given a new role at her job and could no longer work from home, so she moved to Waterloo.
8. In answer to a question from the Tenant, the Landlord's Daughter says that she could not provide documentation that she lived in the rental unit because her father paid the bills for the house and over time things like bills and licenses were lost or left with her parents.
9. The Tenant takes the position the Landlord's Daughter never moved in, and the Landlord takes the position she did.
10. Although the evidence of the Landlord's Daughter about her use of the space in both units depicts an unusual type of living arrangement, her testimony was internally consistent, and corroborated by the Landlord. When inconsistencies were pointed out to her, she provided plausible explanations. In the absence of evidence to the contrary from the tenant living upstairs, I am satisfied based on the evidence provided that it is more likely than not that the Landlord's Daughter moved into the rental unit and lived there from October 2021 to January of 2023. In this instance suspicion and uncorroborated hearsay are not sufficient to support a finding that the Landlord's Daughter is not credible. And moving in one month after the Tenant vacated is moving in within a reasonable period of time.

11. As a result the Tenant's application fails to meet the third requirement of s. 57 as set out above, and the application must be denied.
12. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant's application is dismissed.

June 19, 2026
Date Issued

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

Ruth Carey
Vice Chair, Landlord and Tenant Board

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