



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

File Number: LTB-T-090477-25

In the matter of: 471 SOPHIA CRES
LONDON ON N6G0T5

Between: DANIEL HINSCHBERGER Tenants
MARY HINSCHBERGER

And

BOJIN LIN Landlords
YUEMENG WANG

DANIEL HINSCHBERGER and MARY HINSCHBERGER (the 'Tenants') applied for an order determining that BOJIN LIN and YUEMENG WANG (the 'Landlords ') gave a notice of termination in bad faith.

This application was heard by videoconference on June 9, 2026.

The Landlords, the Landlords' legal representative, Mohsen S. Azimi, the Tenants and the Tenants' legal representative, Kristina Mae Jennings, attended the hearing.

Robert Rose attended the hearing as the legal representative for Harrison Carter Group, who were originally named as a respondent Landlord in the application. Michelle Teichroeb attended the hearing as Agent for Harrison Carter Group.

Preliminary Issue:

1. The Tenants filed the application against the named Landlords Bojin Lin and Yuemeng Wang, c/o Harrison Carter Group. At the hearing, the parties agreed that Harrison Carter Group was not a Landlord, but the Landlords' management company, and as such, the Landlords' Agent. Accordingly, Harrison Carter Group, was removed from the application on consent of the parties.

Determinations:

2. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

3. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenants to prove each of the following on a balance of probabilities:
 - The Landlords gave the Tenants an N12 notice of termination under section 48 of the Act;
 - The Tenants 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 Tenants vacated; and
 - The Landlords served the N12 notice of termination in bad faith.
4. Section 57(5) of the Act states that it is presumed, unless the contrary is proven on a balance of probabilities, that a landlord gave a notice of termination under section 48 in bad faith, if at any time during the period described in subsection (6) the landlord,
 - (a) advertises the rental unit for rent;
 - (b) enters into a tenancy agreement in respect of the rental unit with someone other than the former tenant;
 - (c) advertises the rental unit, or the building that contains the rental unit, for sale;
 - (d) demolishes the rental unit or the building containing the rental unit; or
 - (e) takes any step to convert the rental unit, or the building containing the rental unit, to use for a purpose other than residential premises
5. The Tenants did not prove the following requirement in subsection 57(1)(a), namely that:
 - The Tenants vacated the rental unit as a result of the N12 notice of termination.

Facts and Evidence:

6. The Tenant DH gave evidence on behalf of both Tenants. He is a real estate agent. DH testified that in August 2023 the Tenants were informed by the Landlords' management company that the Landlords wished to sell the property. The Tenants then began to look for alternate accommodation and eventually purchased a home in August 2024. The closing of the purchase and sale was on October 1, 2024.
7. It was not disputed that the parties signed an agreement terminate the tenancy N11 on May 7, 2024. The termination date set out on the N11 was October 31, 2024. The Tenants moved out of the rental unit on or about October 31, 2024.
8. The Landlords subsequently, on June 5, 2024, served the Tenants a notice of termination N12 for their own use. The termination date set out on the N12 was July 31, 2024. The Landlords did not move into the rental unit but advertised for rent and subsequently sale in January or February 2025. The Landlords eventually sold the house in the spring of 2026.
9. It was not clear why the Landlords served the Tenants the N12 notice of termination, once the Tenants signed the N11.
10. The evidence before me established that Landlords' management company gave the Tenants an N11 agreement to terminate their tenancy in March 2024. The Tenants signed

the N11 on May 7, 2024 voluntarily after having received legal advice. The Tenants had about six weeks from the time they received the N11 to the time they signed it

11. Although in their submitted written application the Tenants say that they entered into the agreement to terminate the tenancy after they received the N12 notice of termination, the evidence before me established that the Tenants signed the agreement to terminate one month before they received the N12 notice of termination, and 6 weeks after having been given the N11.

Analysis:

12. I have considered all of the disclosed circumstances as set out in the case of *Pinto v. Regan and White v. Regan*, 2021 ONSC 5502 (*Pinto*), where the Ontario Divisional Court found that the LTB erred by not applying section 202 of the Act and analyzing the true intentions of the parties when an agreement to terminate was signed. The Court in that case said:

[28] The Member had a positive duty under s. 77(8)(b) to grant the Order on each motion if it was satisfied it would not be unfair to make that order. In order to determine whether making that Order would not be unfair, the Board was required to make its order “having regard to all the circumstances”. The broad language to consider “all the circumstances” I take to mean the factual matrix that provides the context in which the dispute between the parties arose in its widest sense. This requirement reinforces the remedial nature of the RTA and its purpose to protect tenants’ rights: *Musse*, at paras. 53 and 58; *Honsberger v. Grant Lake Forest Resources Ltd.*, 2019 ONCA 44, 431 D.L.R. (4th) 1, at para.19.

13. The facts in *Pinto* are somewhat similar to this proceeding. In *Pinto*, the landlord approached the tenants and required them to sign an N11 notice to terminate their tenancies for the purpose of conducting extensive repairs and renovations. The landlord did not serve the tenants with the required N13 notice of termination. In *Pinto*, the tenants were led to believe that they had no alternative but to sign the N11 and without regard to their rights under the Act.
14. In this case, as in *Pinto*, the Landlords’ management company approached the Tenants with an N11 form. The Landlords did not serve the Tenants with an N12 at the time. Similarly, as in *Pinto*, the Tenants may not have had an intention to vacate the rental unit before they were given the N11. However, in this case, as opposed to *Pinto*, the Tenants were not forced to make an immediate decision with respect to the N11; they were provided with sufficient time to obtain legal advice and make an informed decision. They were not pressured or misled by the Landlords when provided with the N11. They were not deprived of their rights under the Act. This distinguishes the Tenants’ situation from *Pinto*.
15. In conclusion, based on the evidence before me, and after considering all the circumstances, I find that the Tenants did not vacate the rental unit as a result of the N12 notice of termination, but as a result of the N11 agreement to terminate. As such, the Tenants have not proved all the of requirements sunders 57(1) (a). The Tenants did not prove that The Tenants vacated the rental unit as a result of the N12 notice of termination.

16. Because the Tenants moved out pursuant to the N11 agreement, not the N12 notice of termination, the reverse onus set out in section 57(5) was not triggered. However, even if the reverse onus was applied, my finding would not have changed, as the evidence before me was quite clear that the Tenants moved out pursuant to an N11 agreement, which they entered into voluntarily after having obtained legal advice.

17. As such, the Tenants' application must be dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

June 25, 2026
Date Issued

Jana Rozehnal
Member, Landlords and Tenants Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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