



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

**Citation:** Benoit v Khan, 2026 ONLTB 48233

**Date:** 2026-06-24

**File Number:** LTB-T-097995-25

**In the matter of:** 3357 FALCONBRIDGE HIGHWAY  
GARSON ON P3L1E4

**Between:** Ricky Lyn Benoit Tenants  
Brandon Gaudette

**And**

8323680 Ontario Inc. Landlord

**And**

Gary Dorlet Purchasers  
Laura Dorlet

Ricky Lyn Benoit and Brandon Gaudette (the 'Tenants') applied for an order determining that 8323680 Ontario Inc. (the 'Landlord') and/or Gary Dorlet and Laura Dorlet (the 'Purchasers') gave a notice of termination in bad faith.

This application was heard by videoconference on May 19, 2026.

The Landlord's Legal Representative Deborah Shewman, The Landlord's Agent Brenda Khan, the Purchasers, and the Tenants attended the hearing.

### **Determinations:**

#### **Preliminary Issue - Who is the Landlord?**

1. At the commencement of the hearing the Landlord's Legal Representative advised that the Landlord Saleem Khan had passed away, additionally the corporate owner of the property 8323680 Ontario Inc. entered into the agreement of purchase and sale with the Purchasers and served the Tenants with the N12 notice of Termination.
2. The parties agreed that 8323680 Ontario Inc. is the proper Landlord to this application.

3. On consent the Landlord in this application is amended to 8323680 Ontario Inc.

T5 Application

4. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
5. Subsection 57(1)(b) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenants to prove each of the following on a balance of probabilities:
- The Landlord gave the Tenants an N12 notice of termination under section 49 of the Act;
  - The Tenants vacated the rental unit as a result of the N12 notice of termination;
  - No person referred to in subsection 49(1) or 49(2) of the Act occupied the rental unit within a reasonable time after the Tenants vacated; and
  - The Landlord served the N12 notice of termination in bad faith.
6. In *Elkins v. Van Wissen*, 2023 ONCA 789, the Court of Appeal for Ontario held that when deciding a T5 application relating to an N12 served for purchaser's own use under section 49 of the Act, the LTB must consider both the landlord's and the purchaser's good faith. After making both those determinations, the LTB must then consider what orders to make in respect of the landlord and the purchaser.
7. There was no dispute that the Landlord gave the Tenants an N12 notice of termination under section 49 of the Act with a termination date of August 31, 2025 or that the Tenants vacated the rental unit as a result of the N12 notice on August 19, 2025.
8. The Landlord and the Purchasers entered into an Agreement of Purchase and Sale on June 12, 2025 for the sale the rental unit with a scheduled closing date of September 2, 2025.
9. It was the Tenants belief that no one moved into the rental unit until January, 2026 at which time the rental unit was being rented by the Purchasers' son-in-law.
10. The Tenants produced an audio recording taken by the Tenant Brandon Gaudette on January 10, 2026 at the rental unit. The recording is of Brandon Gaudette and another individual believed to be the Purchasers' son-in-law. The Tenants' claim that in the recording the other individual states he is renting from 'Gary' one of the Purchasers.
11. The audio recording was played at the hearing and the conversation regarding the rental of the property can be found at the 0:50 second mark and can be summarized as follows:

Brandon Gaudette – "You guys renting this house from Saleem or?"

Son-in-Law – "No, I'm moving in here with Gary."

Brandon Gaudette – "Gary, oh yeah?"

Son-in-Law – "Yeah Gary is my father-in-law."

12. The Tenants further believe that the N12 notice of termination was served in bad faith as they had raised maintenance issues to the Landlord, which were outstanding and the Purchaser Gary Dorlet was a friend of the Landlords and did maintenance work at their properties.
13. Brenda Khan Agent for the Landlord testified that she is the sole owner of 823680 Ontario Inc. after the passing of her husband Saleem Khan on January 9, 2026. She testified that the decision to sell the property came after Saleem was diagnosed with cancer and health issues in late 2024, and they both decided to slow down and sell off assets.
14. The Purchaser Gary Dorlet testified that he personally knew the Landlords and had worked for them for the past 12 years doing maintenance and other tasks on their properties.
15. He further stated that the Purchasers were planning to use inheritance they were set to receive after the passing of his brother, but his brother passed away without a will and they were waiting for probate on the estate, which delayed the sale of the rental property.
16. The Landlord and the Purchasers both testified that they entered into an escrow agreement where the Purchasers had access to the rental unit to perform renovations until the sale of the property was finalized, which occurred on February 13, 2026.
17. The Purchasers state that they began moving belongings into the rental unit in January of 2026, and that they along with their daughter, son-in-law and two grandchildren moved into the rental unit in February, 2026.

#### *Analysis*

18. The evidence before me is that the closing on the sale of the rental unit was delayed due to the Purchasers first requiring a will of a deceased brother to be probated. The closing occurred on February 13, 2026, and the testimony of the Purchasers is that they moved into the rental unit shortly thereafter.
19. The evidence of the Tenants is that the Purchasers didn't move into the rental unit, but instead rented the unit to their son-in-law. The Tenants relied upon an audio recording of a conversation between Brandon Gaudette and the Purchasers' son-in-law in support of this claim. In the audio record the Purchasers' son-in-law clearly says he is moving in with Gary, one of the Purchasers. This supports the evidence of the Purchasers that they moved into the rental unit with their daughter, son-in-law and grandchildren. At no point in the recording does he state he is renting the unit from Gary.
20. I find on a balance of probabilities, the Tenants have not proven that the Purchasers did not move into the rental unit as required by section 57(1)(b) of the Act.

**It is ordered that:**

1. The Tenants' application is dismissed.

**June 24, 2026**

**Date Issued**

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**Sean Ramage**

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.