



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

Citation: Britnel v Ghanem, 2026 ONLTB 49876

Date: 2026-06-25

File Number: LTB-T-016577-26

In the matter of: 2245 MILDRED AVE
Toronto ON L9S2B8

Between: Brad Britnel Tenant
Kelly Cartner

And

Vince Ghanem Landlord

Brad Britnel and Kelly Cartner (the 'Tenant') applied for an order determining that Vince Ghanem (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on June 22, 2026.

The Landlord, the Landlord's representative C. McMillen, the Tenants and the Tenant's representative G Brown attended the hearing.

Determinations:

1. As explained below, the Tenants 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 that Tenants vacated the rental unit as a result of the N12 notice of termination.
4. The parties do not dispute that in May, 2024 the Landlord gave the Tenants an N12 Notice of Termination under 48 of the Act with a termination date of July 31, 2024. In the N12 Notice, the Landlord claimed that he required vacant possession of the rental unit because the Landlord intended to move into the unit. The parties also do not dispute that the Landlord filed an application with the LTB based on this N12 Notice (file number LTB-L-041420-25) and on October 11, 2024 a consent order (the "L2 Order") was issued terminating the tenancy on June 30, 2025 with a Sheriff's clause for enforcement on or after July 1, 2025 if the Tenant's did not vacate.
5. The Landlord subsequently gave the Tenants an N4 notice for arrears of rent and filed an L1 Application about non-payment of rent (file number LTB-L-013930-25). An Order (the "L1 Order") was issued on May 23, 2025. On the L1 hearing, the Vice Chair noted the existence of the L2 Order and, instead of granting a standard order in the L1 application, exercised her discretion at the Tenants' request to postpone the termination of the tenancy to June 30, 2025, the same date for termination stated in the L2 Order as that was the termination date the parties agreed to in the L2 application. In the L1 Order, the Tenants had until June 30, 2025 to pay the Landlord the total amount owing - \$11,436— failing which the Landlord could pursue eviction by filing the order with the sheriff's office for enforcement.
6. The parties do not dispute that the Tenants did not pay the Landlord \$11,436 by June 30, 2025.
7. As the Tenants did not vacate the rental unit on June 30, 2025, on July 7, 2025, the Landlord commenced enforcement proceedings based on the L1 Order, the file number for which is specifically referenced in the Sheriff's documents. The Sheriff's Confirmation of eviction proceedings states at the Tenants will be notified of eviction scheduled for July 16, 2025 by ordinary mail and the confirmation of delivery of vacant possession by the Sheriff on July 16, 2025 references enforcement of the L1 Order.
8. The parties further do not dispute that the Tenants moved out of the rental unit in July, 2025. However, they disagree about the reason and the date the

Tenants moved out of the rental unit. The Tenants claim that they moved out of the rental unit on July 15, 2025, the day before the scheduled eviction, pursuant to the LTB's L2 Order, which is directly connected to the N12 Notice the Landlord gave them. In their T5 application and in the accompanying Schedule A, the Tenants state that they moved out of the rental unit on July 16, 2025, the scheduled date of eviction. The Landlord's position is that the Tenants moved out as a result of the L1 Order about non-payment of rent. Based on the evidence before me, I prefer the Landlord's position on this issue.

9. I find that the Tenants remained in the rental unit until faced with eviction and moved out of the rental unit as a result of the anticipated execution of the L1 Order on July 16, 2026, which is entirely unrelated to the N12 Notice.
10. The facts are similar to those in TST-00530-18 Berger v. Regier cited by the Landlord's representative. While the reason a tenant moved out of the rental unit must be considered on the facts of each case, Berger v. Regier stands for the proposition that where there are two Order's for eviction, it is open to the Board to make a finding that a tenant moved out because of one of the Orders. In Berger, the Vice Chair found that the tenant moved out because of the Landlord's enforcement of the L1 Order in that case. I make a similar finding here.
11. Therefore, I cannot find that the Tenants vacated the rental unit as a result of the N12 Notice the Landlord gave them or as a result of the L2 Order that flowed from that N12 Notice. Since one of the required parts of the test in subsection 57(1)(b) is not satisfied, I find that the T5 Application must be dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

June 25, 2026
Date Issued

Jack Jamieson
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.