



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Thomas v Sharma, 2026 ONLTB 50009

Date: 2026-06-24

File Number: LTB-T-101201-23-RV

In the matter of: 5570 Whistler Crescent
Mississauga ON L4Z3R5

Between:	Michael Thomas	Tenant
	And	
	Raghu Sharma	Landlord

Review Order

Michael Thomas (the 'Tenant') applied for an order determining that Raghu Sharma (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-101201-23 issued on May 25, 2026.

On June 22, 2026, the Landlord requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. The order under review grants the Tenants application after determining that the Landlord served an N12 notice of termination in bad faith. The N12 notice had indicated that the Landlord's child would move into the unit.
2. In arriving at this determination, the Member found that the Landlord's daughter's (RS's) intention to move into the unit was conditional on two factors: when the unit became vacant, and the condition of the unit. Neither of these were satisfactory to RS. She was only willing to move into the unit if it became available by January 15 and she chose not to move into the unit because there were problems with the bathrooms and the appliances.
3. The Landlord submits that the Member seriously erred in law by imposing a higher standard for genuine good faith than the law requires. The Landlord submits that the legal test is a genuine intention for one year and that this test is applied only to the time that the notice of termination is served.

4. The Member did not impose a higher standard than the law requires. As noted in the order, as per subs. 57(4) of the *Residential Tenancies Act, 2006* (the 'Act'), it is presumed that the Landlord served the notice in bad faith. This means the Landlord had the burden to prove that he served the notice in good faith. The Landlord did not meet this burden. The evidence established that the Landlord's intentions were conditional on RS's intentions. RS's intentions were conditional on: (1) an event over which both she and the Landlord ought to have known they have no control (the date that the Tenant vacates the unit), and (2) a situation over which the Landlord had control since before he served the N12 notice (the condition of the unit). The Landlord did not establish that it was reasonable for RS not to have moved into the unit and so he did not rebut the presumption of bad faith.
5. As for the Landlord's submission that the LTB must assess a landlord's genuine good faith intention only at the time the notice is served, this is incorrect. In *Elkins v. Van Wissen*, 2023 ONCA 789, the Court of Appeal for Ontario found that the LTB must consider all the evidence before it that is relevant to the landlord's bad faith under s. 57(1). It is an error of law for the LTB to restrict its consideration good faith to the evidence at the point in time when the landlord gives the tenant the termination notice.
6. *Elkins* concerned a notice served pursuant to s.49 of the Act, but the logic in *Elkins* is equally applicable to a case where the landlord served a notice under s.48 of the Act. I say this because the *Elkins* decision sets out the following quotation from LTB decision *CET-67272-17 (Re)*, 2017 CanLII 70040 (Ont. L.T.B.) favourably:

20. [L]imiting the question of good faith to an exploration of the mind of the Landlord at the instant of serving the N12 notice, and to ignore all the surrounding circumstances, would lead to results inconsistent with the objects of the Act. To require the Tenant to establish what was in the mind of the Landlord at the instant of the N12 notice service, without regard to the surrounding circumstances and to the behaviour of the Landlord between the service of the N12 notice and the termination date, would upset the balance of interests which the Act aims to achieve. The good faith obligation attaching to an N12 notice must surely survive the instant of its service.
7. In *Elkins* one of the main reasons for finding that the issue of a landlord's good faith intention cannot be restricted to the moment in time that the notice is served is that such a restriction would run counter to the purposes of the Act. This reasoning applies as much to a notice served under s.48 of the Act as it does to a notice served under s.49.
8. For the reasons above, on the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

It is ordered that:

1. The request to review order LTB-T-101201-23 issued on May 25, 2026 is denied. The order is confirmed and remains unchanged.

June 24, 2026
Date Issued

Renée Lang
Vice Chair, 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.