



Order under Section 57 Residential Tenancies Act, 2006

Citation: MULLAN v GOMONOVA, 2026 ONLTB 51170

Date: 2026-06-30

File Number: LTB-T-013003-26

In the matter of: upper unit, 299 SENECA AVE
OSHAWA ON L1G3V7

Between: LORIE VICTORIA MULLAN Tenants
ALLAN CLEARY

And

TATIANA GOMONOVA Landlord

LORIE VICTORIA MULLAN and ALLAN CLEARY (the 'Tenants') applied for an order determining that TATIANA GOMONOVA (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on June 1, 2026.

The Landlord and the Tenant Lorie Victoria Mullan attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Tenant 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. It is uncontested that the Landlord served the Tenant an N12 notice and the Tenant moved out because of this notice.
4. The Tenant resided in the unit from March 2023 to February 11, 2025, when she vacated the unit pursuant to an order by the Board for occupancy by the Landlord.
5. The Tenant testified that the Landlord fired her property management company and then tried to cancel the tenancy before she had actually moved in.
6. The Tenant testified that only a month into the tenancy the Landlord served her with an N5 notice, again trying to terminate the tenancy.
7. The Tenant testified that while she was living in the upper portion of the home, the Landlord, from March 2023 to April 2023, lived in the basement unit.
8. The Tenant testified that she was served the N12 notice in February 2024. The Landlord's first application was dismissed because it was defective and the second application resulted in termination of the tenancy.
9. The Tenant testified that the Landlord obtained a shortened hearing date from the Board because she would be returning to Canada in 2 weeks but she does not believe the Landlord ever came back.
10. The Tenant testified that she went past the unit a month after moving out and the snow must not have been done and it appeared no one was living there.
11. The Tenant further testified that if the Landlord has returned she may have moved back into the basement unit.
12. The Tenant testified that she drove past the unit a couple of weeks ago and the house still looks empty and the grass is unkempt.
13. The Landlord testified that she did in fact try to buy the Tenant out before the tenancy started.
14. The Landlord testified that after serving the Tenant with the N12 notice, there was a hearing before the Board and it was found that she required possession of the unit in good faith and the tenancy was terminated.
15. The Landlord testified that she had bought tickets to return to Canada in March 2025 but her flight was postponed to April 8, 2025 due to her father's health. A copy of the ticket stub was submitted as evidence.
16. The Landlord testified that the home is a single family home and she had at one point made a wall to create a separate unit but she has taken the wall down and returned the home to a single family dwelling.
17. The Landlord testified that the unit is her only residence in Canada, and she moved back into the unit in April 2025. She submitted a copy of an email with her child's school, confirming that her child will be returning to the school.

Analysis

18. On an application to the Board, the person who alleges a particular event occurred has the burden of proof to establish that it is more likely than not that their version of events is true. In this application, the burden typically falls on the tenant to establish that the notice of termination was served in bad faith.
19. In this case, the evidence from the Landlord is that she did move into the unit in April 2025 and still lives in the unit currently. Her testimony was supported by the copy of the plane ticket stub and the emails confirming her child returning to the school in the area of the rental unit.
20. Although the Tenant does not believe the Landlord returned to Canada and is residing in the unit, her testimony did not provide any evidence to the contrary or contradict the Landlord's evidence.
21. Based on the evidence before me, I have no reason to doubt the truthfulness of the Landlord's testimony. I am therefore satisfied on the balance of probabilities, that the Landlord moved into the rental unit within a reasonable amount of time after the Tenant vacated the unit and did not serve the N12 notice in bad faith.

Costs

22. The Landlord requested costs, alleging that this is the Tenant's fourth application, all on the same basis, which amounts to nothing more than a fishing expedition.
23. The Board generally only orders costs where a party's conduct in the proceedings was unreasonable. I am not satisfied that the Tenant conduct at the hearing was unreasonable and no evidence was presented to conform any prior hearing based on the same facts.
24. Therefore, the request for costs is denied.

It is ordered that:

1. The Tenant's application is dismissed.

June 30, 2026
Date Issued

Brenda Mercer
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.