



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

**File Number:** LTB-T-104264-25

**In the matter of:** 1, 87 fifth  
Midland ON L4R3V6

**Between:** Tracy Lynn Stenning Tenant

**And**

Marina Zaitsev Landlord  
Oleg Baranov

Tracy Lynn Stenning (the 'Tenant') applied for an order determining that Marina Zaitsev and Oleg Baranov (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on May 13, 2026.

Both named Landlords, and the Landlord's Legal Representative Elina Vasilieva and the Tenant attended the hearing.

**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. The Tenant proved some of the requirements in subsection 57(1)(a).
4. The Tenant testified that she moved into the rental unit approximately 20 years ago and vacated on December 12, 2024, because she received an N12 Notice of Termination form the Landlord.

5. The rental unit is the basement and main floor of a home. The Tenant testified that she believed that the Landlord's mother had moved into the upper floor of the complex in October 2024.
6. The Tenant testified that as of April 30, 2026, the Landlord's have shown they have moved into the basement portion of the rental unit. She testified that at the hearing before the Board for the N12 Notice of Termination the Landlord said they were moving in immediately and have now elected to renovate the rental unit themselves which is taking a very long time, and they therfre have not occupied the rental unit within a reasonable time.
7. The Tenant testified that on October 28, 2025, she saw that her son's bedroom was untouched, and noticed that the bedroom window was still open. During the winter she observed that the driveway had not been plowed.
8. The Tenant testified that believes that the Landlord's own photographs depict renovations beginning on the unit starting in February 2026, with the bathroom and noted that the unit could not be inhabitable until after the bathroom was finished. The Tenant testified that the Main floor is still under renovation and is stripped down to plaster with no working bathroom in the unit as of May 2, 2026.
9. The Landlord Marina Zaitsev testified that they purchased the complex because they were looking for a duplex so that her mother who is an elderly refugee could could live close to them, but in separate units as the she is a nurse who cares for her mother.
10. She testified that they entered the rental unit the same day the Tenant vacated and found the unit in an unlivable condition. The locks were broken, the door wide open, and snow was inside the rental unit. She testified that there was also furniture garbage, and food left behind and explained that it took the Landlord's until April 2025 to completely clear the waste from the home.
11. She testified that her husband works full time and has been renovating the rental unit himself. She explained that he began renovations in April or May 2025 as soon as he could stay in the rental unit. He would go to the unit after work and preform renovations then sleep on her mothers couch, until he had the basement portion of the unit prepared for habitation. He husband would return to their home on the weekend.
12. She testified that she attempted to move into the rental unit herself to stay with her husband but was unable to remain there due to allergies. The Landlord relied on a medical note to this effect. She testified that she was able to move into the unit full time in Februray 226 after the basement renovation was completed.
13. While her husband has performed the majority of the renovations himself to conserve funds she testified that a new roof was installed by subcontractors in August 2025.
14. She testified that they had listed their home for sale, but it still has not sold as it is not a sellers market and remains listed.
15. The Landlord Oleg Baranov testified that he began renovations a soon as the belongings left behind by the Tenant were removed form the rental unit. He testified that he began to live there during renovations in Spring 2025. He testified that he first began renovations on the main floor before realising it would take longer to complete and switching to the

basement. He relied on documentation detailing trips to the dump, the removal of furniture, the removal of a toilet. He testified that he was able to move into the basement full time in October or November 2025. He confirmed that the upper main level is still under renovations, and the flooring needs to be replaced.

### *Analysis*

16. 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.
17. I am satisfied that the Tenant has demonstrated that the Landlord served a notice of termination and she vacated as result. I am not satisfied that the Tenant has demonstrated that no person moved into the rental unit within a reasonable time, or that the Notice of Termination was served in bad faith.
18. I accept that there was a delay in the Landlord moving into the rental unit, with the Landlord Oleg Baranov moving in in October or November 2025 after work on the basement was completed and the Landlord Elina Vasileva not occupying the rental unit until February 2026. I also accept that it was the Landlord's testimony at the eviction hearing that they had planned to move in immediately.
19. However, I also accept that after the Landlord's regained possession of the rental unit they discovered that it required extensive renovations, and was both damaged and filled with refuse which needed to be removed. I accept that this may have delayed and prolonged the renovations on the rental unit, which were further complicated by the Landlord experiencing difficulty selling their prior residence. I also accept that renovations were begun, and completed on the basement portion of the rental unit, based on the testimony and supporting documentation of both Landlords.
20. I am also satisfied that the Landlord's conduct was reasonable they have clearly performed extensive renovations on the rental unit, and I accept that the delay in taking possession was due to this ongoing renovations, I also note that the basement which forms part of the rental unit was occupied by the Landlord Oleg Baranov by November 2025, less than a year after the Tenant vacated.
21. I also note that an extensive delay in occupying the rental unit is not necessarily unreasonable and must be considered in context, and note that a prior decisions relied on by the Landlord's Legal Representative GREENHALGH v MILNER, 2024 ONLTB 32577, the presiding Members determined a 17 month delay to be reasonable as the unit was undergoing renovations.

22. In this case, I am satisfied that the renovations to the rental unit were reasonable and account for the lengthy delay in the Landlord taking possession of the rental unit.
23. Even If I were not satisfied that the Landlord had occupied the rental unit within a reasonable time after the Tenant vacated, The Tenant has not proven, on a balance of probabilities, that the N12 notice was given in bad faith.
24. I accept that the Landlord's purchased the complex as they wanted a property similar to a duplex with an attached but separate unit for the Landlord's mother so that they could provide care to her. This is exactly what has now occurred, both Landlord's now reside in the rental unit, providing care to the Landlord's mother. I also accept that this remained the Landlord's genuine intention from the time the N12 notice was given to today.
25. Therefore, I am not satisfied that the Tenant has demonstrated that the N12 was given in bad faith. Therefore, the Tenant's Application shall be dismissed.

**It is ordered that:**

1. The Tenant's Application is dismissed.

**June 30, 2026**

**Date Issued**

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Reid Jackson

Member, Landlord and Tenant 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.