



Order under Section 57 Residential Tenancies Act, 2006

Citation: Wice v Fimis, 2026 ONLTB 364

Date: 2026-01-09

File Number: LTB-T-021560-24

In the matter of: 2, 102 CEDARVALE AVE
TORONTO ON M4C4J8

Between: Laura Wice
George Lidster
Tenants

And

Peter Fimis
Landlord

Laura Wice and George Lidster (the 'Tenants') applied for an order determining that Peter Fimis (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on December 16, 2025. The Tenant, the Landlord's Agent/ son in law, D. Arsenault (DA), and the Landlord attended the hearing. The Landlord's witness/daughter, Y. Arsenault, was also present at 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. On December 31, 2023, the Landlord served the Tenants with a Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit (N12) with a termination date of February 28, 2024. The Landlord claimed that their child intends to occupy the rental unit.
3. The Tenants vacated the rental unit on March 1, 2024, as a result of the notice.
4. The Tenants testified that the notice was served in bad faith because the rental unit remained vacant as confirmed by a neighbour the week prior to the hearing. The Tenant presented pictures taken of the rental unit windows and deck on March 8, 2024, March 14, 2024, July 20, 2024, and October 2024.
5. The Landlord's Agent, DA opposed the Tenants' evidence and claimed that he moved into the rental unit with his wife in April 2024.

6. 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.
7. The Tenants proved some of the requirements in subsection 57(1)(a) of the Act as the evidence demonstrates that they received the N12 notice from the Landlord claiming their child intends to occupy the rental unit, and moved out on March 1, 2024, as a result.
8. However, on the issue of whether the Landlord's child occupied the rental unit within a reasonable time after the Tenants vacated, the Tenants did not provide any evidence to rebut DA's claim that he moved into the rental unit with the Landlord's daughter, his wife, in April 2024.
9. The Tenants claimed that the unit remained vacant but the pictures they presented were of the windows and deck of the rental unit, which is on the second floor, as seen from the street below. The pictures give no indication one way or the other that the unit is vacant, and DA confirmed he was the person on the deck in one of the pictures.
10. The Tenants have not proven that the Landlord's child failed to occupy the rental unit within a reasonable time after the Tenants vacated, or that the notice was given in bad faith.

It is ordered that:

1. The Tenants' application is dismissed.

January 9, 2026
Date Issued

Jitewa Edu
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.