



Order under Section 57 Residential Tenancies Act, 2006

Citation: CHEVARIE v DAVIES, 2026 ONLTB 6871

Date: 2026-01-21

File Number: LTB-T-079363-24

In the matter of: 13412 GUELPH LINE
CAMPBELLVILLE ON L0P1B0

Between: IAN DAVIES
MARION SAMUAL STEVENS

Landlords

And

JANICE CHEVARIE
RONALD CHEVARIE

Tenants

Janice Chevarie and Ronald Chevarie (the 'Tenants') applied for an order determining that Ian Davies and Marion Samual Stevens (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on May 28, 2025 at 9:45 a.m.

The Landlords Ian Davies, Marion Samual Stevens, the Landlord's representative David Bernstein, the Tenants Janice Chevarie, Ronald Chevarie and the Tenant's representative Kira Houchen attended the hearing. Gabriel Ho also attended the hearing as a witness for the Landlord.

Martin Straathof also attended the hearing as a representative for Ontario Farmland Trust to provide submissions on his client's standing in this matter.

The Associate Chair of the Landlord and Tenant Board has determined that the Member who heard the application is unable to issue a decision in this matter. The matter has therefore been reassigned to me on the Associate Chair's own initiative under the authority of subsection 4.4(1) of the *Statutory Powers Procedure Act*. As the reassigned adjudicator, I have in accordance with the authority of subsection 4.4(6) of the *Statutory Powers Procedure Act* elected to make a decision on the basis of the existing evidentiary record.

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.

Preliminary Issue:

1. Mr. Straathof was provided an opportunity to make submissions regarding the standing of Ontario Farmland Trust ("OFT") in this matter and requested that since OFT plays no role in the residential tenancy, it be removed as a party to the application.
2. The parties consented to amend the application to remove OFT, as well as consented to remove the Royal Bank of Canada, the mortgagee, as parties to the application.
3. Section 201(1)(f) of the *Residential Tenancies Act, 2006* (the 'Act') states:

The Board may, before, during or after a hearing, on its own motion and on notice to the parties, amend an application if the Board considers it appropriate to do so and if amending the application would not be unfair to any party.
4. As the request was undisputed, the application was amended.

Determinations:

5. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
6. The rental unit is a 4-bedroom single family home located on a rural property which is approximately 50 acres. The tenancy includes the residential complex, a garden, storage and surrounding area encompassing approximately 1 acre, and does not include the farmland, marshland, grassland and barns encompassing the remaining portions of the property.
7. The T5 application was filed September 28, 2024, alleging the Tenant moved out of the rental unit because the Landlord gave the Tenant a Notice of termination in bad faith claiming the Landlord required vacant possession of the rental unit in order for residential occupation for a period of at least one year.
8. The Tenant seeks an order to compensate them for the difference in rent between their new unit and the subject unit, general compensation, compensation for moving and storage expenses incurred as a result of vacating the unit, and that the Landlord pay a fine.
9. Subsection 57(1)(a) of *the Act* requires the Tenant to prove each of the following on a balance of probabilities:
 - a. The Landlord gave the Tenant an N12 notice of termination under section 48 of *the Act*;
 - b. The Tenant vacated the rental unit as a result of the N12 notice of termination;
 - c. No person referred to in subsection 48(1) of *the Act* occupied the rental unit within a reasonable time after the Tenant vacated; and

d. The Landlord served the N12 notice of termination in bad faith.

10. As explained below, the Tenant did not prove all of the requirements in subsection 57(1)(a).

Did the Landlord serve a Notice of Termination?

11. The Tenant Janice Chevarie (“JC”) testified the Landlord served the Tenants with a letter, that provided notice the Landlord intended to terminate the tenancy because the Landlord intended to use the unit for personal use. Entered into evidence was a signed letter from the Landlord to the Tenant dated February 28, 2023 providing a termination date of April 30, 2023.
12. Although the document served by the Landlord was not on a Board-approved form, the evidence establishes, and the parties do not dispute, that it clearly communicated the Landlord’s intention to terminate the tenancy for personal use, identified a termination date and conveyed the same substantive information as a Notice of termination under *the Act*. The purpose of Board-approved forms is to promote clarity, consistency, and procedural fairness. The Board has jurisdiction to consider the substance and effect of a document, rather than its form, particularly where there is no evidence of confusion or prejudice. In this case, I find the Tenant understood the document to be a notice requiring the Tenant to vacate so that the Landlord to occupy the unit and treated it as such. Accordingly, I find that the document functioned as a Notice of termination under *the Act*, notwithstanding that it was not issued on the prescribed N12 form.
13. I also note that, following service of the document, the parties obtained an order from the Board dated February 23, 2024, on consent, confirming *the Act* applies to this tenancy. The order further contemplated the Tenant’s right to bring a T5 application. This procedural history supports a finding that both parties understood the earlier document to be a Notice terminating the tenancy for the Landlord’s personal use.

Did the Tenant vacate the unit as a result of the Notice?

14. This element requires the Tenant to prove a causal relationship between the Notice of termination and the Tenant’s decision to vacate the unit. As explained below, in this case, the Tenant’s own evidence does not support such a finding.

Tenant’s evidence

15. JC testified the Tenants vacated the unit on September 30, 2023. When asked directly by her representative whether she moved out because she received the Notice of termination, JC answered “no.” JC further testified that the Tenants moved out because they did not feel safe in the rental unit and stated that people were regularly coming to the property. When asked to clarify her answer, JC reaffirmed her position.
16. When asked again by her representative the following question – “based on the hearing and the order we received, did you move out based on the letter you received from the property manager, that the Landlord wanted the property for their own use?”, JC stated

that she was unsure how to answer, but reiterated that she felt intimidated, unsafe and no longer wanted to remain in the unit.

Landlord's evidence

17. The Landlord Marion Stevens ("MS") testified that in order to access the portions of the farmland beyond the scope of the residential unit, one must use a shared driveway and that this driveway is not of exclusive use to the Tenant. MS further testified that while the farmland was not being used for active farming during the time the Landlord issued the Notice of termination, the land was regularly inspected by Ontario Farmland Trust staff, and from time-to-time repairs to farm buildings and walk throughs were completed by agents or associates of the Landlord. MS further testified that the Landlord would periodically advise the Tenant in advance should people be attending the property, but had no obligation to do so.
18. JC did not dispute that there was no obligation in the lease that the Landlord advise the Tenant when people were attending the portions of the property that did not include the part covered as part of the tenancy agreement.

Analysis

19. I have considered all the evidence, and I find that the Tenant did not prove that the Tenant vacated the unit as a result of the Notice.
20. The mere existence of a notice, followed by a subsequent move-out, is insufficient to prove this element of the test under section 57; the evidence must establish that the Notice was a material cause of the Tenant's decision to vacate. Saying that, the Board does recognize that a tenant may vacate for multiple reasons; however, even in cases involved mixed motives, the Tenant must still demonstrate that the Notice of termination was at least a contributing factor in the decision to vacate. In this case, the Tenants own evidence does not support such a finding.
21. Beyond JC's outright denial that the Tenant vacated because they received the Notice dated February 28, 2023, I have considered the Tenant's evidence with respect to her feelings of intimidation and concerns for safety. Here, in her testimony, JC did not attribute those concerns to the service or the enforcement of the Notice of termination itself, nor did the Tenant lead any evidence that she believed she had to move out to avoid eviction proceedings. With respect to the Tenant's allegation that the Landlord was responsible for sending individuals to the property to intimidate the Tenant following the service of the Notice; I accept the Landlord's testimony that individuals attended the other portions of the 50-acre property for time-to-time to complete walk throughs of the farmland and I find this behaviour on its own does not establish coercion or intimidation. It is also undisputed that these individuals would have to use the shared driveway in order to complete these activities. The Tenant failed to lead evidence demonstrating these occurrences were directed by the Landlord as a tactic to enforce the Notice or push the Tenant to vacate. In the absence of evidence establishing a causal relationship between these events, the Board cannot find that they formed part of a pressure-based or notice-driven reason for vacating the rental unit.

22. Importantly, the Tenant repeatedly and expressly disavowed the Notice as the reason for vacating. Accordingly, where a party's own testimony directly addresses the issue of causation, the Board must consider that evidence. In this case, I place considerable weight on that evidence.
23. Therefore, on a balance of probabilities, I find that the Tenant vacated the rental unit due to safety concerns unrelated to the Notice of termination, and not as a result of receiving the Notice, as required by section 57 of the *Residential Tenancies Act, 2006*.
24. Because the Tenant has failed to meet this required element of its T5 application, the application must be dismissed. Given this finding, it is neither necessary nor appropriate for me to make any determination regarding whether the Landlord occupied the rental unit or otherwise acted in bad faith.

It is ordered that:

1. The Tenant's T5 application is dismissed.

January 21, 2026

Date Issued

Greg Witt

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.