



Order under Section 57 Residential Tenancies Act, 2006

Citation: Weathers v Edmonds, 2026 ONLTB 9582

Date: 2026-01-29

File Number: LTB-T-052507-25

In the matter of: B, 142 GARRARD RD
WHITBY ON L1N3K6

Between: Angela Weathers Tenant

And

Patricia Edmonds Landlord

Angela Weathers (the 'Tenant') applied for an order determining that Patricia Edmonds (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on December 11, 2025.

The Landlord, the Landlord's representative Elaine Page, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the Landlord gave a notice of termination in bad faith. Therefore, the application is dismissed.
2. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenants 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 undisputed the Landlord gave the Tenant an N12 notice of termination (N12) with a termination date of August 31, 2024 indicating the Landlord's child intended to reside in the rental unit. It is undisputed the Tenant vacated the rental unit on September 30, 2024 in response to the N12.
4. Based on these undisputed facts, I find the first two elements of the test are satisfied.

Tenant's Evidence

5. 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 falls on the tenant to establish that the notice of termination was served in bad faith.
6. The rental unit was a self-contained unit in a single-family home. The rental unit had a separate entrance which was located around the side of the house. The upper unit was vacant as of May 2023.
7. The Tenant does not dispute the Landlord's son moved into the home; however, the Tenant speculates the Landlord's son only occupies the upper unit. The Tenant testified she drove past the rental unit during the winter months and noticed the snow on the path leading to the rental unit was not impacted, suggesting the entrance was not being used. The Tenant testified she remained in contact with certain neighbours at the rental unit. The neighbours confirmed the Landlord's son is not using the backyard entrance.

Landlord's Evidence

8. The Landlord testified they removed the partition door that separated the two units in the home once the Tenant vacated. The Landlord's son testified he moved into the rental unit on or about October 5, 2024. The son testified he uses the front door to enter the home, however, mostly occupies the basement.
9. The Landlord provided photos of the interior of the home. It is clear the partition has been removed and the home now operates as a single-family dwelling.
10. The Landlord's son testified he did not occupy the rental unit during the summer as he was not in school and his employment was closer to the Landlord's residence than the rental unit. However, during the school year he occupies the rental unit.

Analysis

11. In *Feeney v. Noble*, 1994 CanLII 10538 (ON SC) (Feeney), the Court held that the test of good faith is genuine intention to occupy the premises and not the reasonableness of the Landlord's proposal. This principle was upheld in *Salter v. Beljinac* 2001 CanLII 40231 (ON SCDC) where the Court held that the "good faith" requirement simply means that the Landlord sincerely intends to occupy the rental unit.
12. In this case, I am not satisfied the Tenant proved on a balance of probabilities that the Landlord served the N12 in bad faith. Although the Tenant is suspicious of the how the Landlord's son is using the rental unit, that is not sufficient to establish bad faith.
13. Since the Tenant did not prove on a balance of probabilities that the Landlord served the N12 in bad faith, the Tenants' application must fail.
14. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

15. This order contains all of the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant's application is dismissed.

January 29, 2026
Date Issued

Elena Jacob
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.