



Order under Section 57 Residential Tenancies Act, 2006

Citation: Cryderman v Santkris Property INC, 2026 ONLTB 10924

Date: 2026-02-03

File Number: LTB-T-030703-25

In the matter of: 580 JULIA DR
WELLAND ON L3C0G7

Between: Cailli Marie Rhonda Cryderman Tenant

And

Santkris Property Inc. Landlord

Cailli Marie Rhonda Cryderman (the 'Tenant') applied for an order determining that Santkris Property Inc. (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on January 29, 2026.

The Landlord's representative Jessica Travers and the Landlord's agent Vimal Sharma, the Tenant and the Tenant's representative Brittney Forsyth attended the hearing. Nicole Desrosh attended as witness for the Landlord but did not testify.

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 has not proved the first part of the test under ss 57(1)(a), that the Landlord gave the Tenant an N12 notice of termination under section 48.

4. The Tenant testified that she received verbal notice from the Landlord when they met in January. She could not recall the date but thought it was the first week in January. She testified he verbally told her his daughter finished her university program, needed somewhere to live she said he gave her three months. No specific date was mentioned. Although given direction to be as specific about the conversation as possible the Tenant had no further details.
5. On cross-examination the Tenant later had more specifics, saying she understood that his statement about his daughter needing somewhere to live meant she needed the rental property to live in. She later recalled the Landlord “*alluded*” to the fact that he needed the property for his daughter. There is no text or email or document that followed this alleged request to move.
6. The Landlord’s testimony by contrast was specific and consistent. He was unshaken in cross-examination. He recalled specific dates and details. The Landlord denies giving the Tenant any notice to leave and wishes she had not. It was costly for him after she left because the unit remained empty for over a year. The Landlord freely gave an extension for the Tenant to stay past the date she first chose to move. He would have given further extensions if she had asked or even allowed her to stay, but she did not. They had a good relationship and she was a good tenant. She was not in arrears of rent and he was not seeking to raise the rent.
7. The Board has consistently held that a verbal notice to terminate a tenancy, which contains the various hallmarks considered substantially compliant pursuant to section 212 of the Act, triggers the protections under the Act. The purposive reason for this is to prevent the Landlord from intentional non-compliance with section 48 therefore undermining the Tenant’s rights under section 57.
8. However, a verbal notice must set out the same information that would be required in the Board’s form N12 notice. This includes the specifics such as the person intending to move into the rental unit, and a specific termination date.
9. In the present case, the Tenant’s claim falls short with respect to substantial compliance. As testified by the Tenant, at no time did the Landlord set out a specific date to terminate the tenancy and the Landlord only ‘alluded’ that his daughter was to move in. There was no written conversation which affirmed the alleged conversation. I find that the Tenant did not have to move out of the rental unit.
10. The Tenant did not prove on a balance of probabilities that the Landlord gave an N12 notice of termination in bad faith. The Tenant’s application therefore must be dismissed.

It is ordered that:

1. The Tenant’s application is dismissed.

February 3, 2026
Date Issued

Julie Broderick
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.