



Order under Section 57 Residential Tenancies Act, 2006

Citation: Beaudoin v Longstaff, 2026 ONLTB 13746

Date: 2026-02-19

File Number: LTB-T-034748-25

In the matter of: 28 STUART ST
BROCKVILLE ON K6V2E7

Between: Jodi Beaudoin Tenant
Ashton Mclarry

And

Jeff Longstaff Landlord
Erica Longstaff

Jodi Beaudoin and Ashton Mclarry (the 'Tenant') applied for an order determining that Jeff Longstaff and Erica Longstaff (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on February 3, 2026.

The Landlord, Landlord's Legal Representative Marie Beaupre the Landlord's daughter, Harmony Longstaff (HL), and the second-named Tenant attended the hearing.

Preliminary issue:

As a preliminary matter, the parties agreed that, notwithstanding the application having originally been brought in the names of three individuals, only Jeff Longstaff and Erica Longstaff should properly be named as the Landlords in the application. That amendment is reflected in this order.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant the amount of \$5,400.00.
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 rental unit is a single detached house with three bedrooms, one bathroom, and a basement. The Tenant rented the entire property. The monthly rent was \$900.00 including utilities. The Tenant moved in during 2019 and moved out on October 1, 2024.
 4. There is no dispute that the Landlord gave the Tenant an N12 notice of termination under section 48 in April 2024 for their daughter's own residential occupation, with a termination date of June 30, 2024, and that the Tenant vacated the rental unit as a result of the N12 notice of termination.
 5. The issues to be determined are whether the Landlord's daughter occupied the rental unit within a reasonable time after the Tenant vacated and whether the Landlord served the N12 in bad faith.

Did HL occupy the rental unit?

6. The Tenant testified that after he and his family vacated the rental unit, he did not believe that DJ moved into the unit because he observed no evidence of occupancy when he returned to collect his mail from the mailbox twice a month until January 2025. The Tenant also testified that he did not see snow removed from the driveway or any other signs of day to day living at the unit.
7. The Landlord testified that their daughter moved into the rental unit on October 3, 2024, and stayed there occasionally every week on weekends during the daytime for a couple of hours. The Landlord stated that their daughter did not spend the night in the unit and was present only for a couple of hours on weekends from October 3, 2024, to April 2025, and that after April 2025 she moved out of the unit and returned to the Landlord's own home.
8. The Landlord's daughter, HL, also provided oral testimony. She stated that she was afraid to be alone in the unit and, since October 3, 2024, never spent a single night there. She said that on Tuesdays after school she would go to the unit, stay for a few hours, and leave. On weekends she would attend with her father to undertake repair and renovation work and would remain for a couple of hours. HL explained that an incident occurred on October 10, 2024, between the Tenant and the Landlord, during which the Tenant allegedly entered the rental unit without permission, claiming to collect a dryer. The police were called, and the police required that the Tenant be banned from the rental unit. Since then, she has been afraid that a similar incident might happen again, did not feel safe, and decided not to spend nights at the property.
9. The legal test for "residential occupation" is a complex one and requires a detailed analysis of a person's actions and whether their occupation was on a full time or part time basis. For example, the Court in *MacDonald v. Richard* [2008] O.J. 6076 (Ont. Div. Ct.) ruled that temporary full-time occupancy of a residential unit (which in *MacDonald* was four months) does not constitute "residential occupation" as contemplated in s. 48(1) of the Act.

10. In this case, the Landlord's evidence indicates that the daughter's presence was temporary and occasional. HL stayed only a couple of hours on weekends and few hours on Tuesdays and never spent a single night at the unit. I find that such temporary and intermittent use does not satisfy the residential occupation requirement in section 48. It follows that when HL allegedly moved in, she did not occupy the unit within the meaning of subsection 57(1)(a). I therefore find that the Landlord's daughter did not occupy the rental unit within a reasonable time after the Tenant moved out.

Was the Notice Served in Bad Faith:

11. The Tenant stated that he believes the true intention behind the N12 notice was to obtain vacant possession to facilitate renovation work and to re rent the unit for a higher amount of rent. He testified that the Landlord did not wish to repair while he remained in possession and waited for him to vacate in order to renovate for higher rent thereafter.
12. HL testified that she was 17 when the N12 was served in April 2024 and that she was planning to attend college and sought greater independence, which she says informed her intention to occupy the unit once the Tenant moved out. When asked whether she changed her government identification address, opened any utility accounts in her name, or arranged internet service for the unit, HL stated that she changed her mind after the incident and began to feel fearful about living there by herself. She further stated that she had never lived alone before and did not realize how unsafe she would feel, particularly after the incident on October 10, 2024.
13. The Landlord testified that they served the N12 to provide more independence for their daughter. They stated that after the incident they concluded it was unsafe for HL to live in the unit by herself.
14. The applicable test is set out in *Elkins v. Van Wissen*, 2023 ONCA 789. The Board must not restrict its analysis to the moment of service of the notice. Rather, it must consider all evidence that bears on the Landlord's good faith and ascertain the real substance of all transactions and activities relating to the rental unit, including the conduct of the parties prior to, at the time of, and after the giving of the notice.
15. On the evidence, I am not satisfied that the Landlord's daughter genuinely intended to occupy the rental unit for a period of at least one year. HL never lived alone. The family made no concrete plan before the Tenant vacated. The Landlord submitted no evidence of preparatory steps to move in before the Tenant left. HL provided no evidence of genuine intention beyond attending at the unit for repairs. A person intending to move in typically brings personal belongings such as clothing, household supplies, toiletries, cutlery, and furniture, or takes steps to acquire them, and arranges services such as internet. None of these steps were taken.
16. The Landlord's Legal Representative submitted that the plan changed due to unforeseen marital or safety related circumstances after the Tenant vacated. I do not agree. The incident occurred only days after the Tenant moved out, yet HL did not stay at the unit overnight even from the first day she allegedly moved in on October 3. Given that at the time-of-service HL was 17 and had never lived alone, the Landlord should have known that she might not be prepared to live by herself, and no alternative arrangements were put in

place. HL did not live at the unit either before or after the incident. In these circumstances, I do not find that the incident on October 10, 2024, materially changed the situation.

17. Based on the totality of the evidence, I am not satisfied on a balance of probabilities that the Landlord served the notice of termination in good faith. The Tenant has therefore proved all of the requirements in subsection 57(1)(a), and the application must be granted.
18. Therefore, the Tenant proved all of the requirements in subsection 57(1)(a), the application must be granted.

Remedies

19. The Tenants request the following remedies:

1. Rent Abatement: \$2,700.00
2. Moving expenses: \$1,000.00
3. General compensation, totalling \$7,500.00.

20. The Landlord must pay a fine to the LTB.

Rent Abatement:

21. Although the Tenant is requesting an abatement of rent in the amount of \$2,700.00, I do not find that remedy to be warranted here. Abatement recognises the idea that a tenant is paying rent for a bundle of goods and services and if the tenant is not receiving everything being paid for then he or she is entitled to abatement proportional to the difference between what is being paid for and what is being received. At the hearing, the Tenant led no evidence that he was prevented from using a portion of the rental unit at any time before she moved out. For this reason, the Tenant is not entitled to an abatement of the rent.

Moving Expenses:

22. With respect to moving expenses, the Tenant seeks \$2,000.00 for out-of-pocket costs. The Tenant submitted no documentation such as receipts or invoices to corroborate these expenses. In the absence of evidence, I do not find the claimed costs to be reasonable. This request is denied.

General compensation:

23. With respect to general compensation, the Tenant resided in the rental unit from 2019 until October 1, 2024, a period of approximately 5 years. He vacated on November 30, 2024, as a result of the Landlord's N12 notice. Since vacating, the Tenant has experienced significant housing instability. He first moved into his father-in-law's home, where one bedroom was provided for the household consisting of himself, his wife, and their children, and all common areas including the kitchen and bathroom were shared with extended family. He then moved into his parents' home under similar arrangements with only a single bedroom. Shortly thereafter the family moved into a trailer on his parents' property. During this period, the Tenant's son had to change schools' multiple times. Considering

that the Landlord's conduct led to substantial disruption in the Tenant's life, I find that general compensation equivalent to six months of rent is fair in all the circumstances, totalling \$900.00 x 6=\$5,400.00

Administrative Fine:

24. The Board's Interpretation Guideline 16: Administrative Fines, states that the purpose of a fine is to encourage compliance with the Act and to deter Landlords from engaging in similar activities in the future. It goes on to say, "this remedy is most appropriate in cases where the Landlords have shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance."
25. I find that the actions of the Landlords in this case do demonstrate a blatant disregard for the Act. However, I find that the remedies already awarded should provide adequate deterrence from engaging in similar acts. As such, no fine shall be ordered.
26. This order contains all of the reasons intended to be given; no further reasons shall issue.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$5,400.00. This amount represents:
 - \$5, 400.00 for general compensation.
2. The Landlord shall pay the Tenant the full amount owing by March 2, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 2, 2026, the Landlord will owe interest. This will be simple interest calculated from March 3, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 19, 2026

Date Issued

Joy Xiao

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.