



Order under Section 57 Residential Tenancies Act, 2006

Citation: Hynes v George, 2026 ONLTB 16751

Date: 2026-02-24

File Number: LTB-T-073164-23

In the matter of: B, 490 St. Louis St.
Rockland ON K4K1B1

Between: Sean Patrick Hynes
Katie Linda Gauthier
Tenants

And

Diane George
Landlord

Sean Patrick Hynes and Katie Linda Gauthier (the 'Tenants') applied for an order determining that Diane George and Casandra Rachel George (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on February 19, 2026.

The Landlord, the Landlord's support Jill Wagner and the Tenants attended the hearing.

The Tenants declined to speak with Tenant Duty Counsel as they had a previous consult at the first hearing on June 26, 2024.

Determinations:

Preliminary Issues - Amendments to the Application

1. The application is amended to correct the spelling of the second named Tenant's last name; from Gaither to Gauthier
2. The application is amended to removed Casandra Rachel George as Landlord party.

The Tenant's Bad Faith Application

3. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall pay to the Tenants the amount set out below in this order.

4. The rental unit is a semi detached home and the Tenants lived in unit B beside another rental unit, A.
5. The tenancy began around April 2014.
6. The Tenants moved out October 1, 2022.
7. The lawful rent was \$1019.80.
8. The Tenants' disclosure includes: LTB forms, photographs, Facebook Posts, listing, lease agreement, annual report, land registry and various communications (DOC3597246, DOC3505800, DOC3597247, DOC1999654, DOC1999678, DOC3505877)
9. The Landlord's disclosure includes: medical notes and communications (DOC3577373, DOC3577465, DOC7398271, DOC7398270).
10. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.
11. The Tenants filed the T5 application on September 23, 2023 asserting that the Landlord gave the Tenants an N12 notice to terminate the tenancy in bad faith.
12. At the onset of the hearing, I provided an explanation of the legal test for a bad faith application and where the rental unit was listed for rent and/or sale during the one year period after the Tenants moved out.
13. 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 Tenants an N12 notice of termination under section 48 of the Act;
 - The Tenants 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 Tenants vacated; and
 - The Landlord served the N12 notice of termination in bad faith.
14. There is no dispute between the parties that on April 11, 2022, the Landlord served the Tenants the N12 notice of termination stating that she was moving into the rental unit. The termination date set out in the notice was June 30, 2022.
15. It was also not disputed that the Tenants vacated the rental unit as a result of the N12 notice.
16. The Landlord states that she did move into the rental unit and therefore did not give the N12 notice in bad faith.

Did the Landlord Move into the Rental Unit?

The Tenants' Evidence

17. The Tenant Katie Linda Gauthier (KG) provided testimony on behalf of the Tenants.
18. To summarize, the Tenants take the position that the Landlord did not intend to move into the rental unit but rather rent and or sell the unit for personal gain. The Tenants believe that the Landlord was manipulative and strategic. When the Landlord purchased the residential complex around January 2021, she promptly gave the other tenants in the complex an N12 notice and they moved out as a result. The Landlord moved into the rental unit for around 4 months, renovated then re-rented the unit.
19. KG said that around March 2021, the Landlord attempted to raise the rent for the Tenants' unit above the permissible guideline increase and during the mandated rent freeze. While the Tenants understood the Landlord was not permitted to do so, they agreed and understood that paying the higher rent and agreeing to various renovations to their unit would securing their tenancy and to their benefit.
20. However, around April 2022, the Landlord served the Tenants with the N12 notice around one year after the agreed rent increase. This surprised the Tenants as they paid the higher rent with the understanding they had security in tenure. There is no dispute the parties mutually resolved the rent increase issue.
21. KG testified that they were never aware of any medical issues related to the Landlord's health. The Landlord told the Tenants that her brother planned to move into the rental unit as caregiver for the Landlord but this was not on the N12 and the circumstances seemed to change.
22. KG said they were not able to find alternative housing by the termination date and felt pressured when the Landlord falsely advised them that the Board granted the Landlord's request for an expedited hearing. They felt intimidated and contacted their former landlord for housing. They entered into a new lease and moved out October 1, 2022. Had they been aware that the Board had actually denied the Landlord's request for an expedited hearing, they would have waited to appear before the Board on an L2 application.
23. It was the evidence of the Tenants that around October 27, 2022, less than one month after they vacated, they saw a Facebook post from the Landlord at her home in Florida. Around November 19, 2021, the Landlord also writes in a Facebook post:

“...Now time to rent this house, then sell both...”

24. I understood this to mean both units at the residential complex as the post includes details about the units at the residential complex.
25. Around November 27, 2022, the residential complex was listed for sale on Seller.ca. The listing notes the recently renovated and rented status of the complex. The Tenants noted the “sold” sign at the residential complex around February 24, 2023.
26. While the Landlord asserts she moved into the rental unit on the same day the Tenants vacated, the Tenants dispute this and believe the Landlord never intended to move in but renovated it as part of her plan of securing higher rent and listing her complex for sale.

The Landlord's Evidence

27. The Landlord asserts that she did not serve the N12 notice in bad faith and at all material times she intended to move into the rental unit.
28. To summarize, the Landlord acknowledged that she is a partial owner of a home in Florida and spends several months at a time there. She said that she moved in to the rental unit on October 1, 2022, the same day the Tenants vacated. However, she was unable to sleep in the unit until around November 2022 due to extensive damages and required renovations such as the roof, windows, blinds, toilet and air conditioner.
29. The Landlord said that she spent around \$200,000.00 on renovations and applied to the CRA for coverage but was denied. She said that she wanted to stay in the unit but ran out of money.
30. The Landlord was residing in Unit A, a one bedroom unit until around October 2022 but due to her medical conditions, she required Unit B which had 2 bedroom and could accommodate a caretaker.
31. The Landlord relied on various medical notes from her family physician to support the proposition that she required a caregiver and should sell the rental unit due to acute and active medical reasons.
32. It was the testimony of the Landlord that her brother planned to live in the rental unit and provide caretaking support but when the Tenants did not vacate as per the N12 notice, he needed to make alternative arrangements. Another person moved into the rental unit around December 2022 but moved out around March 2023 when he lost his job.
33. There is no dispute that the Landlord's Ontario Drivers Licence identifies the rental unit as her address. The Landlord did not provide any other documents such as utility bills or government documents to support her claim that she resided at the rental unit.
34. With respect to the request to expediate the hearing, the Landlord said that she was first advised by an LTB agent that her request had been granted and when she was later informed that she was not being granted an expediated hearing for her L2 application, she called to inform the Tenants. The Tenants dispute this claim.
35. The Landlord confirmed she listed the residential complex for sale around November 2022 due to the financial strain and her inability to stay in the rental unit. The unit was sold around February 2023.

Law and Analysis

36. As stated in paragraph 13 above, section 57(1)(a) of the Act sets out the four-part test with respect to a bad faith application.
37. The list with respect to the legal test is an "and" list meaning that each and every element of the list must be proven on the balance of probabilities. If the Board determines that the Landlords did in fact move into the rental unit as they allege, the application must fail, and it is unnecessary for the Board to explore the question of bad faith.

38. In this case, the Tenants received an N12 notice to terminate their tenancy and vacated accordingly. Based on the submissions of the parties, I am not satisfied on a balance of probabilities that the Landlord moved into the rental unit and, in fact, listed the residential complex for sale within 2 months of the Tenants vacating. I find it more likely than not that the Landlord purchased the home with the intention of renovating and selling.

39. I would observe at this point that the reverse onus provision in subsection 57(5) of the Act applies to this situation. This provision states:

(5) For the purposes of an application under clause (1) (a), it is presumed, unless the contrary is proven on a balance of probabilities, that a landlord gave a notice of termination under section 48 in bad faith, if at any time during the period described in subsection (6) the landlord,

(c) advertises the rental unit, or the building that contains the rental unit, for sale;

40. This provision means that, because there is evidence before me that, during the one year period after the Tenant moved out of the rental unit, the Landlord advertised the rental unit or complex for sale, the Landlord bears the burden of proof to establish that they did not serve the notice of termination in bad faith.

41. Based on the evidence, the Landlord lives for several months a year in Florida, where she is partial owner of a home. While the Landlord said she moved in to the rental unit on October 1, 2022, a Facebook post confirms she was in Florida at the end of that month. Given the Landlord's acknowledgement of time spent in Florida, I find it more likely that she did not move into the unit as claimed.

42. I acknowledge that the Landlord's Ontario driver's license identifies the rental unit as her home address, however no other documents were provided to support this claim nor did the Landlord provide any photographs of her possessions in the rental unit. The Landlord did not call any witnesses to support this claim such as her brother or the other person she said moved into the unit around December 2022.

43. With respect to the Landlord's medical claims as reason for the need to sell the residential complex, I found the notes to be lean in detail. Additionally, the Landlord was aware at the June 26, 2025 hearing that the Tenants intended to challenge the medical notes. At that hearing, as per the presiding Member's adjournment notes, the Landlord requested to adjourn the hearing as she intended to call witnesses to support her claims. The Member put the Landlord on notice to arrange her witnesses prior to the next rescheduled hearing.

44. At this hearing, the Landlord failed to describe any reasonable steps taken to call the witnesses she stated she intended to call at the previous hearing and the reason for her adjournment request. Overall, I considered the Landlord's hearsay evidence to be weak and unconvincing.

45. In my view, there is sufficient evidence before the Board in support of the proposition that the Landlord did not move into the rental unit as stated in the N12 notice of termination. I considered the Landlord's living arrangements in Florida for extended periods of time. In light of the October 27, 2022 Facebook post, I am not satisfied that the Landlord moved

into the rental unit on October 1, 2022 as stated. The Landlord did not adequately challenge the Tenants evidence.

46. With respect to the claims of damage and required renovation, I note, many of the “projects” were completed while the Tenants resided in the rental unit. On the evidence, I am not satisfied that the Landlord was unable to move into and stay in the rental unit as a result of any significant damage. There was no documentary evidence led to support this claim.
47. The Landlord also complained that the financial strain from the mortgage, taxes and contractor costs led to significant financial hardship and forced her to vacate the unit. The Landlord did not provide any financial documents to support the proposition that she was no longer able to afford to keep the rental unit. The Landlord did not provide any documentary evidence to support any costs related to renovation and repair costs.
48. I also considered the Landlord’s pattern of behaviour. She purchased the complex around January 2021 and promptly served the tenant in Unit A an N12 notice for personal use. She renovated and resided in the rental unit for around four months and then re-rented the unit and served an N12 to the Tenants subject to this application.
49. As part of my analysis, I considered the rent increase issue. While it was resolved independent of the Board, I find it more likely than not that the Landlord was motivated to renovate the units, re-rent for a higher amount and sell the property.
50. In this case, I find the Landlord did not successfully rebut the presumption of bad faith.
51. Although the Landlord says that she moved into the rental unit, I found her testimony to be inconsistent and I do not find her to be credible. Overall, I prefer that Tenants’ evidence that the Landlord, from the onset, set out to renovate the units, re-rent for higher rent with the ultimate outcome of selling the property.
52. The Landlord failed to call any witnesses to support her medical and living arrangement claims. This was particularly concerning, giving the Landlord was granted an adjournment to do so. In my view, the Landlord’s brother and house guest would have been key witnesses in this matter and would have been the people to provide very relevant information to support the Landlord’s claims.
53. I would also note that I am not persuaded by the Landlord’s overall testimony because significant portions of it lacked credibility. For example, the Landlord says she moved in yet was also in Florida where she confirmed she spends significant periods of time. She said she could not stay in the unit due to damage and required repairs yet led insufficient evidence to support this claim. She also failed to provide any documentary evidence to support financial hardship.
54. Finally, although the Landlord did provide some medical notes, I do not find those documents to be persuasive. The Landlord knew the Tenants intended to challenge the notes and failed to take reasonable steps to call her medical practitioner to testify.
55. As I explained at the hearing, all of these documents are considered hearsay evidence and I must give them less weight than first-hand testimony. I do not find the documents to

bepersuasive and I do not find that they establish that the Landlord was unable to reside in the rental unit.

56. Based on the evidence before the Board, and in light of the reverse onus that applies, I find that the Landlord has failed to provide sufficient evidence to establish that she moved into the rental unit after the Tenant vacated. The Landlord's testimony largely lacked credibility; she provided hearsay evidence in support of her testimony. For all of these reasons I find that the Landlord served the notice of termination in bad faith and has breached s.57(1)(a) of the Act and the Tenant's application must be granted.

The Remedies

57. The next issue before me is the quantum of remedies to award the Tenant. The remedies the Tenant is requesting in the application are rent differential and general damages.

a) Rent Differential

58. A detailed comparison of the rental units was conducted at the hearing.

59. With respect to the rent differential, the Tenants paid higher rent in the amount of \$680.20 per month. I see no reason not to grant the Tenants the remedy requested in this regard. The unit the Tenants moved not was similar but slightly larger. However, there are more units with tenants living above and below which has impacted their ability to play music as they are musicians. The now share parking and do not have use of a garage. They live in a high traffic area which causes excessive noise. The Tenants provided the lease agreement to support their claims. There was no evidence led to suggest that the new rent was in any way unreasonable. An order will issue requiring the Landlord to pay to the Tenants **\$8,162.40** for rent differential for a period of one year.

b) General Damages

60. The Tenants are seeking \$12,237.72 in general compensation pursuant to s.57(3) 1.1 of the Act as a result of the financial and emotional strain that resulted for the Landlord's bad faith eviction.
61. The Tenants provided extensive detail regarding the difficulties they experienced as a result of the forced move. They had enjoyed a lengthy tenancy with no intention of moving. They could afford the rent. When forced to vacate, they moved into a more expensive unit. Due to the configuration of the complex, they could not play their instruments for fear of disrupting other tenants. They were forced to sell most of their hobby/woodworking equipment with the loss of garage space as a result of the move. The Tenants often referred to the intimidation of the Landlord and the process and the stress of the entire situation. They described the impact of the move on their son. The Tenants also said they felt manipulated by the Landlord, agreed to pay the higher rent as a means to secure their tenancy. They agreed to live through extensive renovation work but believed this was to their benefit in the long run. When they were forced to leave, they felt deceived by the Landlord.

62. Overall, I found the Tenants' testimony detailed and consistent and I have no reason to disbelieve them. I am persuaded by the Tenants' testimony that they experienced significant emotional stress and financial hardship as a result of the Landlord's actions. Based on the evidence before me and my knowledge of like similar cases, I find an award of **\$6,000.00** is sufficient to recognize the emotional stress the Tenants suffered as a result of the Landlord's bad faith termination of tenancy. An order will issue accordingly.
63. The Tenants incurred costs of \$48.00 for filing the application and is entitled to an order for those costs.

The Landlord's Bankruptcy Claim

64. At the conclusion of the hearing, the Landlord stated she filed for bankruptcy in Canada. The Landlord did not provide any further specifics such as the date of the filing, the claim or trustee details. The Landlord did not provide any documentary evidence to support this claim.
65. In this absence of further evidence, I am not prepared to make a finding that the Landlord filed a claim for bankruptcy.
66. This order contains all of the reasons within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$14,210.40. This amount represents:
 - \$8,162.40 for increased rent the Tenants have paid for the one-year period.
 - \$6,000.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by March 7, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by March 7, 2026, the Landlord will owe interest. This will be simple interest calculated from March 8, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 24, 2026
Date Issued

Dana Wren
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.