



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lloyd v Makepeace, 2026 ONLTB 17136

Date: 2026-02-26

File Number: LTB-L-089537-25

In the matter of: 63 CHURCH ST
BROCKVILLE ON K6V3X7

Between: David Lloyd
Jamie Henderson
Previous Landlord
Purchaser and Current
Landlord

And

John Peter Makepeace
Tenant

David Lloyd (the 'Landlord') applied for an order to terminate the tenancy and evict John Peter Makepeace (the 'Tenant') because:

- the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

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

The Landlord's Legal Representative, Marie Beaupre, the previous Landlord, the current Landlord (Purchaser), the Tenant's Legal Representative, Francis Dobri and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed. The rental unit, 63 Church Street, Brockville is one part of a duplex and is on the main floor. 61

Church Street, Brockville is the other part of the duplex and is an upper unit where the previous Landlord resides.

3. On October 23, 2025, the Landlord gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of December 31, 2025. The notice was given on behalf of the Purchaser who claims that they require vacant possession of the rental unit for the purpose of residential occupation for himself.

Behaviour of the Landlords

4. Prior to the commencement of the evidence, both David Lloyd (previous Landlord) and Jamie Henderson (current Landlord) were advised by the moderator and advised by me that they must be in separate rooms during the hearing to ensure independent testimony. David Lloyd resides in the upper part of the duplex, 61 Church Street, Brockville and both Landlords were present in that unit for the hearing. David Lloyd called in by phone and Jamie Henderson signed in on his laptop. Both parties were instructed to be in separate rooms of the apartment so that the current Landlord would be excluded from hearing Mr. Lloyd's testimony.
5. David Lloyd was asked a number of questions from Ms. Beaupre and he was taking extra time to answer the questions. It became evident that another person was in the room and was assisting Mr. Lloyd with his answers. The other voice in the background provided the answer to Mr. Lloyd and then Mr. Lloyd answered the question. Another man's voice was clearly heard and noted by Mr. Dobri and myself. Mr. Lloyd then stated that Mr. Anderson had just moved to a separate room and was no longer with him.
6. I noted that Mr. Lloyd's initial testimony was assisted by Mr. Anderson and that Mr. Anderson has apparently now moved to a separate room. I advised all parties that if this situation occurs again, I will be dismissing the application based on the Landlords' failure to abide by this Tribunal's rules and my instructions.
7. When the current Landlord, Jamie Henderson was called to provide evidence, he stated that he has been friends with David Lloyd for 10 years and that David had to sell the house because he is having a hard time. He also stated "Those questions that you were asking him were very difficult for him to answer. David really struggled because he is getting older."
8. Mr. Dobri cross-examined Mr. Henderson and asked him to confirm that he heard Mr. Lloyd's testimony. Mr. Henderson replied that yes he heard a little bit because this is a small apartment.
9. Based on Mr. Henderson's testimony, it is evident that he heard the remainder of David Lloyd's testimony despite my specific instructions to go to a separate room where he could not hear Mr. Lloyd's testimony.
10. I further note that the voice that I heard earlier when Mr. Lloyd was providing his evidence is recognized as Mr. Henderson's voice.
11. This is an application whereby the test for this type of application includes determining whether or not the Landlord and the person who wishes to occupy the rental unit are taking

these actions in good faith. Credibility of the witnesses plays an integral part of determining whether or not this application will be granted.

12. Based on the Landlords' failure to follow the Rules of the Board and their failure to adhere to specific instructions provided to them before and during the hearing, I am unable to proceed further with this application. Their behaviour before me today was dishonest and self-serving and as such, their actions do not represent that they are acting in good faith.
13. Based on the above-noted behaviour, the Landlord's application shall be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.
2. The total amount the Tenant must pay the Landlord is \$475.00 which is the return of the one-month compensation for this application.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 10, 2026 at 4.00% annually on the balance outstanding.

February 26, 2026
Date Issued

Carrie Bertrand
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.