



## **Order under Section 57 Residential Tenancies Act, 2006**

**Citation:** Gray v Easterbrook, 2026 ONLTB 16355

**Date:** 2026-02-25

**File Number:** LTB-T-043265-25

**In the matter of:** Box 582, 14131 Belmont Rd  
Belmont ON N0L1B0

**Between:** Margaret Gray Tenant

**And**

Tammy Easterbrook  
Kevin Easterbrook Landlord

Margaret Gray (the 'Tenant') applied for an order determining that Tammy and Kevin Easterbrook (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on February 9, 2026.

The Landlord, the Landlord's Legal Representative, Susana Pereira, the Landlord's witnesses, Paul Drenth, Gabriel Easterbrook, and the Tenant attended the hearing.

### **Preliminary issue:**

At the outset of the hearing, the parties consented to remove the third named respondent from the application. That amendment is reflected in this order.

### **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. To succeed under subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act'), the Tenant must prove on a balance of probabilities that the Landlord gave the Tenant an N12 notice of termination under section 48, that the Tenant vacated the rental unit as a result of the N12, that no person referred to in subsection 48(1) occupied the rental unit within a reasonable time after the Tenant vacated, and that the Landlord served the N12 notice in bad faith.
3. There is no dispute that the Landlord served the Tenant on June 8, 2024, with an N12 notice of termination in accordance with section 48, of the Act.

4. In the N12 notice and declaration, the Landlord claims that they required vacant possession of the rental unit for the purpose of residential occupation by their son, Gabriel Easterbrook. The termination date on the notice was November 30, 2024. The Tenant vacated the rental unit on December 8, 2024, in response to the N12 notice.
5. The remaining issues are whether the N12 notice was served in bad faith and whether the Landlord's son occupied the rental unit within a reasonable time after the Tenant vacated.

Did the Landlord's son occupy the rental unit after December 8, 2024?

6. Section 48(1) of the Act outlines the requirement that the person seeking possession must do so in good faith for residential occupation purposes, with the intention of occupying the unit for a period of at least one year.
7. The Tenant's position is that the N12 was served in bad faith because the Landlord's son did not move into the rental unit within a reasonable time after the Tenant vacated.
8. The Tenant testified that after she moved out in December 2024, no one moved into the rental unit for approximately six months. She testified that she attended at the rental unit from time to time and did not observe the ordinary indicators of day to day living by the Landlord's son. The Tenant testified that the Landlord undertook major renovations after she moved out. The Tenant submitted photographs to show the condition of the rental unit. The photographs show that the rental unit was empty and under significant renovation activity on dates in March 2025, April 2025. The Tenant testified that she did not know whether the Landlord's son moved into the unit after May 2025 because she stopped checking the unit after that time.
9. The Landlord testified that the N12 was served for the purpose of her son and his family moving into the rental unit and that they moved into the rental unit on April 26, 2025, approximately four months after the Tenant vacated. The Landlord testified that when she regained possession there were items left behind in the rental unit. She testified that she asked the Tenant to remove those items and that this process continued until February 2025. The Landlord testified that she then retained a contractor and that the work required was extensive. She testified that the flooring throughout the unit needed to be removed and replaced and that it took approximately two months for the contractor to complete that work.
10. The Landlord relied on documents in her evidence package, including photographs showing the condition of the unit after the Tenant moved out, communications with a junk removal company, and invoices for removal and disposal services. In cross examination, the Landlord stated that the carpet had been damaged by smoking, that walls required painting, and that painting occurred. The Landlord also testified that her son and his family moved into the rental unit while renovation work was still underway because they could not afford to continue paying rent for their prior accommodation.
11. Gabriel Easterbrook, the Landlord's son also testified. He testified that the N12 reflected his genuine intention for him and his family to move into the rental unit in order to save money. He testified that he previously rented an apartment and that he and his family moved into the rental unit on April 26, 2025, with his wife and their two-year-old child. He testified that he changed his identification address on May 2, 2025. He also relied on

documentation showing an address change for his wife as evidence that the family occupied the rental unit at the relevant time.

12. Paul Drenth, the Landlord's contractor, also testified. He testified that he began renovation work in February 2025 and that the work was completed by the end of May 2025. He testified that the unit was not vacant for the entire renovation period and that Gabriel, and his family moved into the unit in April 2025 while work was still ongoing because they had to vacate their apartment. Mr. Drenth testified that the job took longer than expected due to unanticipated electrical issues. He also testified that the renovations began when they did because the unit first had to be emptied, which he described as a hoarding situation. He testified that the family remained living in the rental unit through completion of the renovation work at the end of May 2025.
13. Based on the evidence as a whole, I find that the Landlord provided consistent and credible evidence that the rental unit required extensive clearing and repairs after the Tenant vacated and that this work reasonably affected the timing of the move in. The Landlord's evidence, together with the evidence of Gabriel Easterbrook and Mr. Drenth, establishes on a balance of probabilities that Gabriel and his family moved into the rental unit on April 26, 2025, which was within a reasonable time after the Tenant vacated on December 8, 2024, in the circumstances of this case.
14. I also find that the testimony of the Landlord, Gabriel Easterbrook, and Mr. Drenth was consistent on the key point of when the move in occurred. The Tenant's photographs support that substantial work was underway during the months leading up to the move in and are not inconsistent with the Landlord's evidence that the unit required clearing and repairs. The Tenant did not provide evidence to contradict the move in date or to establish that the unit remained unoccupied after April 26, 2025.
15. Therefore, the Tenant did not prove all elements of the test under section 57(1)(a) of the Act, and the application must be dismissed.

**It is ordered that:**

1. The Tenant's application is dismissed.

**February 25, 2026**  
**Date Issued**

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Joy Xiao  
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.