



Order under Section 57 Residential Tenancies Act, 2006

Citation: Godin v Freeny, 2026 ONLTB 19162

Date: 2026-03-04

File Number: LTB-T-021716-23

In the matter of: 5, 2709 Lake Shore Blvd West
Toronto Ontario M8V1G6

Between: Caroline Godin Tenant

And

Nezar Freeny Landlord
2709 Lakeshore Holdings Inc

Caroline Godin (the 'Tenant') applied for an order determining that Nezar Freeny and 2709 Lakeshore Holdings Inc (the 'Landlord') was required to allow the Tenant to move back into the unit under section 53 of the *Residential Tenancies Act, 2006* (the "Act") and failed to do so.

This application was heard by videoconference on January 28, 2026. The Tenant, the Tenant's Legal Representative, Robert Szollosy, the Landlord, and the Landlord's Legal Representative, Francisco Gomez, attended the hearing. Closing submissions were completed in writing by the parties by February 20, 2026.

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.

Landlord did not afford right of first refusal

2. The reason selected in the Tenant's application is Reason 4, being that the landlord gave the Tenant an N13 notice to end the tenancy because the Landlord wanted to do repairs or renovations to the unit. The Tenant gave the Landlord notice in writing that the Tenant wanted to move back in once the work was done. The Landlord did not give the Tenant the right to move back into the rental unit when the work was done.
3. It was not disputed that: i) the Landlord gave the Tenant an N13 Notice of Termination under section 50 of the Act based on the ground that the Landlord intended to do repairs or renovations that were so extensive that they required a building permit and vacant

possession of the rental unit (the 'N13 Notice'); and ii) that the Tenant vacated on May 31, 2022 as a result of the N13 Notice.

4. It was also not disputed that Tenant gave the Landlord written notice of the Tenant's intention to occupy the rental unit when the repairs or renovations were completed.

Tenant's Evidence

5. It was the Tenant's evidence that the Landlord did not act in good faith throughout the eviction process and suggested this started when the Landlord served a prior N13 notice of termination for the reason of demolition. He later served the N13 Notice that the Tenant vacated as a result of, which was for extensive renovations. A summary of the scope of work set out in the N13 is as follows:
 - new washroom, run new plumbing, venting & electrical work;
 - remove windows, frame open area, drywall, plaster, sand, paint;
 - new fire alarm wiring, new horn, CO detector and smoke detectors in bedrooms;
 - remove floor and install new tiles;
 - replace unit door with fire rated door;
 - run cables for and install new A/C in unit;
 - add new venting for washrooms and kitchen;
 - decommission existing kitchen cabinets and install modern cabinets;
 - install new patio doors and build new fire rated balconies; and
 - install a new heating boiler and remove old chimney duct that is running through the unit.
6. Prior to vacating, on or about May 21, 2022, the Tenant sent the Landlord a letter stating that she wished to exercise her right to move back into the unit when the work was completed. The Tenant vacated the rental unit on May 31, 2022.
7. The Tenant was under the impression that the work would take 4 to 6 months to complete based on initial discussions with the Landlord and the Landlord did not provide her with a timeline when she later requested one.
8. The Tenant purchased a home in New Foundland as she frequently traveled to the east coast for work and did not expect to return to the rental unit until around October 2022, based on the initial information provided to her by the Landlord.
9. The Tenant recalled receiving an email on July 20, 2022, which stated the email was a follow up to the Landlord's email sent on July 14, 2022. The email from the Landlord stated that the rental unit would be ready to re-occupy on July 21, 2022.
10. The Tenant stated that she was quite surprised that the work had been completed and responded to the Landlord that the notice provided by the Landlord was not reasonable as it was not enough time. The Tenant could not recall when she responded to the Landlord but relied on subsequent correspondence from the Landlord's Legal Representative, dated July 26, 2022 to support her oral testimony that a response was provided. In this regard, the aforesaid letter states in the last paragraph on the second page,

'It is now July 26, 2022 (12 days later), and your client failed to respond with an answer to whether she will be re-occupying the unit. Instead, we have received multiple communications regarding the lack of time for her to make this decision to move into the unit...'

11. The Tenant did not believe that the offer to re-occupy the unit was made in good faith and believed that the timeline given to the Tenant to accept was intentionally short. In this regard, the Tenant suggested through her evidence that the Landlord did not actually complete the work set out in the N13 Notice and that the Landlord had re-rented the unit as a short-term rental in July 2022. The Tenant tendered Airbnb listings of the rental unit as evidence.

Landlord's Evidence

12. It was the Landlord's evidence that the Tenant was notified three times that the rental unit was ready for her to re-occupy. The first time, the Landlord sent the Tenant an email, dated July 14, 2022 which stated the Tenant could re-occupy the unit as of July 21, 2022. The second time, the Landlord sent the Tenant a follow up email to the first email, which stated that he had not received a response from the Tenant and asked her to provide a certified cheque for the rent by July 21, 2022. The third time, the Landlord's paralegal sent a letter to the Tenant's Legal Representative, dated July 26, 2022. This letter reiterated that the rental unit was ready to occupy and the Tenant was given a deadline of July 28, 2022 to advise the Landlord if she would be re-occupying the unit.
13. The Landlord stated that he never received a response from the Tenant or the Tenant's Legal Representative stating that she would re-occupy the unit or requesting more time to decide whether she wanted the unit or not.
14. The Landlord did not recall communicating to the Tenant that the work to the rental unit would take 4 to 6 months and stated that the work took just over 2 months to complete. The Landlord stated that he obtained permits to do the work and did the work in accordance with the permits. The Landlord acknowledged that some work was ultimately not completed such as the replacement of the kitchen cabinets as it was determined that it was not necessary. It was his evidence that all the substantial work and work that required vacant possession was completed. A copy of the building permit issued and photos of the completed work were tendered as evidence.
15. The Landlord did not deny that the rental unit was ultimately listed on Airbnb but stated that this was not done until after the deadline given to the Tenant of July 28, 2022 had lapsed.
16. The Landlord denied all allegations that he acted in bad faith and stated that the rental unit was ready for occupancy July 21, 2022 and that the Tenant could have moved in as early as this date. However, she did not advise the Landlord that she would be moving back in.

Analysis

17. Section 57.1(1) of the *Residential Tenancies Act, 2006* (the 'Act') provides that the Board may make an order described in subsection 57 (3) if, on application by a former tenant of a

rental unit, the Board determines that the landlord was required to afford the former tenant a right of first refusal under section 53 and failed to do so.

18. Section 53, subsections (1) and (2) of the Act state,

(1) a tenant who receives notice of termination of a tenancy for the purpose of repairs or renovations may, in accordance with this section, have a right of first refusal to occupy the rental unit as a tenant when the repairs or renovations are completed.

(2) A tenant who wishes to have a right of first refusal shall give the landlord notice in writing before vacating the rental unit. 2006, c. 17, s. 53 (2).

19. There was no dispute that the Landlord served a notice of termination under subsection 50(1)(c) of the Act and that the Tenant complied with section 53(2) of the Act. The Tenant's notice pursuant to subsection 53(2) of the Act triggered the Tenant's right of first refusal to the unit when the repairs and/or renovations were completed and the Landlord's obligation to offer the unit to the Tenant. Based on the evidence and submissions provided, I am satisfied that the Landlord met his obligation afford the Tenant the right of first refusal.

20. The evidence demonstrates that the Tenant was offered to re-occupy the unit on 3 occasions. The Tenant was unable to produce any documentary evidence wherein it was clearly and unequivocally communicated that she wanted the rental unit and would be moving back in. I accept the Tenant's oral evidence that she and/or her counsel responded to the Landlord's offers to re-occupy the unit stating that the Landlord gave little notice and that the Tenant was not given enough time to make a decision, as this was clearly acknowledged in the letter from the Landlord's paralegal, dated July 26, 2022. However, the requirement set out in the Act is for the Landlord to afford the former tenant a right of first refusal, which the Landlord did. There is no minimum time requirement stipulated in the Act to be given to the Tenant for the purpose of deciding whether or not they want to accept the unit or refuse it.

21. the Tenant's application is not made pursuant to subsection 57(1)(c) which requires the Board to determine that the landlord gave a notice of termination under section 50 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and the landlord did not demolish, convert or repair or renovate the rental unit within a reasonable time after the former tenant vacated the rental unit. However, there is jurisprudence to the effect that the requirement to act in good faith does not cease after service of the notice of termination. I also note that section 57.1 of the Act is somewhat of a natural consequence of section 57(1)(c). As such, I considered whether the Landlord was acting in good faith at the time the Tenant was given the right of first refusal.

22. Based on the evidence and submissions provided, I am not satisfied that the Landlord was acting in bad faith at the time the Tenant was offered the unit. In this regard, there was insufficient evidence to support the Tenant's position that the rental unit was not ready for occupancy at the time the offer was made to the Tenant. The photos of the unit as provided by the Landlord and as submitted in the Tenant's own evidence regarding the

Airbnb listing show what appears to be a very nice unit that was ready for occupancy. The fact that the Landlord may not have completed every single item in the N13 Notice, does not, in my view, establish that he was acting in bad faith or that the unit was not ready for occupancy. With respect to the Tenant's claims that the rental unit was being used as an Airbnb, there was insufficient evidence to conclude that this was occurring prior to the deadline provided to the Tenant.

23. For the foregoing reasons, the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

March 4, 2026

Date Issued

Rachel Gibbons

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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