



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-045059-25

In the matter of: lower unit, 964 SHADELAND AVE
BURLINGTON ON L7T2M5

Between: Crystal Tymstra Tenant

And

Merilee Wright Landlord

Crystal Tymstra (the 'Tenant') applied for an order determining that Merilee Wright (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 5, 2026.

The Tenant, and the Tenant's Representative, Jimmy Gangadin, and the Landlord, and the Landlord's Representative, Shikha Kapoor attended the hearing.

At the outset of the hearing, the Tenant's Representative submitted that the Tenant is no longer seeking compensation with respect to the portion of the application as relating to general compensation.

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. 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:
 1. The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act;
 2. The Tenant vacated the rental unit as a result of the N12 notice of termination;
 3. No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
 4. The Landlord served the N12 notice of termination in bad faith.
3. The Tenant, Crystal Tymstra (C.T.) testified that she initially moved into the rental unit May 1, 2016.

4. On or about July 1, 2024, the Tenant experienced a significant flood within her rental unit which required the unit to be vacated for the necessary remediation work to be carried out and completed. The Tenant vacated the rental unit on or about July 25, 2024.
5. The Tenant was permitted to leave some of her personal belongings inside the rental unit for the duration of the remediation work.
6. On August 31, 2024, the Tenant received a copy of an N12 Notice of termination from the Landlord. The N12 notice required vacant possession of the rental unit, on or before October 31, 2024, for the purposes of the Landlord's own personal use and residential occupation. The Tenant received a copy of the N12 on August 31, 2024, by way of email communication.
7. The Tenant testified that she was not residing in the rental unit at the time of being served the N12 notice because the unit was still having remediation work completed inside.
8. The Tenant's Representative arranged for the Tenant to retrieve her personal belongings from the rental unit and return the rental unit keys to the Landlord on or about January 15, 2025.
9. The Tenant testified that during one of her visits to the rental unit to retrieve her personal belongings, she saw a lady standing outside of the unit and approached the lady. The Tenant testified that she believed that the lady was living inside of the lower-level rental unit that the Tenant had lived in. The Tenant did not provide any additional evidence to support her position.
10. The Tenant also testified that prior to the flooding of the unit, the Landlord never mentioned wanting to move into the unit and/or occupy the unit for her own personal use.
11. The Tenant also testified that she believes that the Landlord and the other tenant living in the rental property bullied the Tenant. The Tenant gave an example of the Landlord installing a ring camera facing the rear entrance of the door. The Tenant was told the camera was being installed due to break-ins within the area of the rental unit, and as a precautionary measure.
12. The Tenant testified that her rent at the old unit was \$1,470.00 per month, and the rent for her new rental unit is \$2,510.00 per month. This is a difference of \$1,040.00 more per month, and/or \$12,480.00 for the period of one year. The Tenant tendered a copy of a document that appeared to be a rental application listing the amount of \$2,510.00 per month as the lawful monthly rent. The Tenant also testified that she was never provided with a copy of a lease at her new residence and that she only had a copy of the document uploaded to the portal. The Tenant confirmed that this document reflects the current rent she pays.
13. The Tenant testified that the new unit she moved into is smaller when compared to her previous unit and is also lacking some of the benefits such as a larger master bedroom with a walk-in closet. The new unit also does not have a den.

14. On cross-examination, the Tenant confirmed the address of her new place of residence and lawful rent paid.
15. The Tenant also confirmed that she did not specifically recall her conversation with the lady outside of the rental unit when the Tenant was retrieving her personal belongings from the unit. Despite believing that the lady was a resident of the lower-level unit, the Tenant could not recall specifically what the lady had told her.
16. The Tenant confirmed that she moved to her parent's home after vacating the rental unit in July 2025, due to the flood, The Tenant also confirmed that she did not move into her new rental unit until January 15, 2025, and remains in that unit to date with her husband and her son.
17. The Landlord, Merilee Wright (M.W.), testified that she lived in her home in Etobicoke at the time of serving the Tenant with the N12 notice of termination. The Landlord testified that the reason she required the unit was because she was retired and on a limited source of income which in turn required her to reduce her monthly expenses. The Landlord testified that her decision to occupy the rental unit was primarily financially based and motivated in effort to reduce her day-to-day expenses.
18. The Landlord confirmed serving the Tenant with an N12 notice to terminate the tenancy and confirmed providing the Tenant with the compensation required under the Act for an own use termination.
19. The Landlord testified that she moved into the rental unit on December 10, 2024, and that she continues to reside in the rental unit as of the date of the hearing. The Tenant confirmed that the background which can be seen in the Landlord's zoom video was in fact the kitchen of the Tenant's previous rental unit. The Landlord tendered a moving invoice into evidence. This invoice shows charges from moving from the Landlord's place of residence in Etobicoke, to the rental property.
20. The Landlord also tendered multiple documents into evidence showing the Landlord's address to be that of the rental unit. The documents included the Landlord's driver's license, a screenshot of the Landlord's CRA profile, an insurance policy, and banking statements, all of which showed the Landlord's address to be that of the rental unit.
21. The Landlord also testified that she wanted to sell her home in Etobicoke, but that she was unable to get her asking price due to the marketplace at the time. The Landlord decided to rent rooms in the home to individuals until such time that she was able to sell the property. The Landlord tendered a copy of a boarding agreement between the Landlord and a boarder as evidence.
22. On cross-examination, the Landlord agreed that she was able to change her address on her CRA profile at any time. The Landlord also confirmed that the address shown in her CRA profile reflects her current place of residence.
23. The Landlord also confirmed that none of the documents that she tendered as evidence identified her current residence as the lower-level unit. The Landlord also submitted that the mail is delivered to one common mailbox and split up accordingly.

24. The Landlord also confirmed that the Boarding agreement referred to the Landlord sharing a kitchen and washroom with the boarders and their relationship falling outside of the Act.
25. The Landlord's Witness, Lindsay Shonk (L.S.), testified that she is the Tenant residing in the upper-level unit at the rental property.
26. L.S. testified that the Landlord occupied the rental unit sometime in December 2024, and that the Landlord has been residing in the unit since that time.
27. On cross-examination, L.S. confirmed that the Landlord does not live with any roommates.
28. The Landlord's Witness, Faith Seekings (F.S.), testified that she is a long-time friend of the Landlord and that she initially met the Landlord at a mutual yacht club that they had both been members of.
29. F.S. testified that the Landlord resides at the rental unit and that she has visited her at her home on or about March 7, 2025.
30. F.S. also testified that she may have seen the Tenant on the day that the Tenant was retrieving her personal belongings from the unit but does not recall having any conversation with the Tenant at that time.
31. Based on the evidence, I am satisfied that the Landlord served the Tenant with an N12 Notice of termination. I am also satisfied that the Tenant vacated the unit because of the N12 notice of termination being served. I am not satisfied that the Landlord failed to occupy the rental unit within a reasonable time after the Tenant vacated, nor am I satisfied that the Landlord served the notice in bad faith.
32. The Tenant's evidence regarding her conversation with an unknown lady that she believed to have moved into the unit was minimal, and shaky as the Tenant did not have a clear recollection of what she was told by that lady on that day.
33. The Landlord's evidence was straight forward, concise, and supported by multiple documents. The Landlord demonstrated that she paid to move to the rental unit from her residence in Etobicoke. The Landlord also demonstrated that she changed her address on all documentation, and said documents listed the Landlord's address as the rental unit. I am also mindful that the Tenant herself confirmed that the Landlord was in fact in the kitchen of the rental unit at the time of the zoom hearing. The Landlord's evidence of occupying the rental unit was also supported by the evidence of the tenant living in the upper-level unit.
34. I am mindful of the Landlord's wording in the boarding agreement and despite finding it inappropriate. This alone does not on a balance of probabilities demonstrate that the Landlord failed to occupy the rental unit. Therefore, the Tenant's application must be dismissed.

It is ordered that:

1. The application is dismissed.

March 20, 2026

Date Issued

Ilan Shingait

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.