



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

**Citation:** Cahill v Tam, 2026 ONLTB 23026

**Date:** 2026-03-17

**File Number:** LTB-T-040034-25

**In the matter of:** 27 Clifford Street  
Orillia, ON L3V1C7

**Between:** Bernie Cahill Tenant

**And**

Hoi Yan Joyce Tam Landlord

Bernie Cahill (the 'Tenant') applied for an order determining that Hoi Yan Joyce Tam (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on February 11, 2026.

Only the Tenant's Legal Representative, Andrea Lahey and the Tenant attended the hearing.

As of 9:27 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

**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. The residential unit is a single detached house and the Tenant moved into the house in 2013.
3. The Tenant received an N12 notice of termination from the Landlord on January 17, 2024 with a termination date of March 31, 2024.
4. This application alleges that the Landlord served the N12 notice of termination in bad faith.

Tenant's Evidence, Bernie Cahill (BC)

5. The Tenant testified that after he received the N12 notice of termination, he and the Landlord entered into mediation but he did not provide a copy of any order. He vacated the rental unit at the end of July of 2024.
6. The Tenant stated that he moved to a 2-bedroom house in Severn and then moved in November of 2025 to a 3-bedroom house in Orillia which was closer to his workplace.
7. The Tenant believes that the Landlord did not move into the rental unit as set out on the notice of termination and thus believes that the Landlord acted in bad faith.
8. BC provided a series of pictures as evidence that the Landlord is not residing in the rental unit. He wanted me to know that the Landlord is female and that none of the pictures include the Landlord.
9. The first two pictures taken in November and December of 2024 of the rental unit show that there is snow in the driveway, with car tracks and he believes that a gentleman is living there. The third picture taken on January 29, 2025 at 2:31 a.m. showed a car in the laneway and the Landlord stated that he believes that a man is living there. The next picture taken on February 17, 2025 at 10:28 a.m. shows that a man's car is stuck in the driveway and that person is attempting to free the vehicle. The last picture taken on March 24, 2025 at 11:59 p.m. showed lights on in the rental unit and a car in the driveway which he said is always in the driveway.
10. The Tenant is seeking a rent differential of \$1,700.00 per month for a 12-month period which totals \$20,400.00. He is also seeking compensation of \$500.00 due to the fact that he personally moved all of his belongings to his new residence which caused him stress and time.

Analysis

11. 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:
  - The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act;
  - The Tenant 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 Tenant vacated; and
  - The Landlord served the N12 notice of termination in bad faith.
12. The first and second criteria have been met as the Landlord served an N12 notice on the Tenant and the Tenant vacated the rental unit as a result of the N12 notice of termination. I am not persuaded that the Landlord did not occupy the rental unit within a reasonable time after the Tenant vacated.

13. The Tenant provided 5 pictures of his previous rental unit between November of 2024 and March of 2025 which, in his opinion, showed that the rental unit was not occupied by the Landlord. These pictures seem to suggest that someone is living in this house and one of those people appear to be male. That does not persuade me that the Landlord who is a female is not residing in the rental unit. These pictures are on five different dates at varying times and are not sufficient to convince me that the Landlord is not living in the rental unit.
14. The Tenant proved the first two criteria of subsection 57(1)(a) of the Act but did not prove the last two criteria of the Act. Based on this result, the Tenant's application is dismissed.

**It is ordered that:**

1. The Tenant's application is dismissed.

**March 17, 2026**  
**Date Issued**

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Carrie Bertrand  
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.