



Order under Section 57 Residential Tenancies Act, 2006

Citation: Platt v Beaulne, 2026 ONLTB 23208

Date: 2026-03-25

File Number: LTB-T-041786-25

In the matter of: 236 Sherwood Road
Milton ON L9T7C1

Between: Jason Platt Tenant

And

Michel (Mike) Beaulne Landlord

Jason Platt (the 'Tenant') applied for an order determining that Michel (Mike) Beaulne (the 'Landlord') gave a notice of termination in bad faith.

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

The Tenant, the Landlord and the Landlord's wife, Julie Lajoie attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$15,493.00 by April 5, 2026.
2. The residential unit is a semi-detached house located at 236 Sherwood Road, Milton, Ontario.
3. The Tenant commenced the tenancy at the rental unit on August 1, 2013 and vacated the rental unit on July 5, 2024.
4. This application alleges that the Landlord served the N12 notice of termination in bad faith.

Tenant's Evidence, Jason Platt (JP)

5. JP testified that the house was a 4-bedroom, 3-bathroom semi-detached house with approximately 2,100 square feet. He lived there for 11 years with his family and his children attended a school that was very close to the house.

6. JP testified that the Landlord served him an N12 notice of termination in February of 2024 with a termination date of June 30, 2024. He stated that the Landlord advised him that his son would be moving into the house.
7. JP stated that it was very stressful trying to find alternative accommodations for himself and his family but he found a 2-bedroom condo that he could afford which was in the same neighbourhood. He and his family moved out on July 5, 2024 as the Landlord allowed him to stay a few extra days which he appreciated. He also retrieved his mail from the rental unit for the months of July, August and September of 2024 and no one appeared to be residing in the unit.
8. The Tenant stated that as he was residing in the same neighbourhood, he noted that the house continued to appear vacant, there were no vehicles in the driveway, no garbage or recycling items were put out at the road, the same lights were left on for long periods of time, the grass was not being cut in the summer and the snow was not being shovelled in the winter. He provided several, dated pictures of the rental unit from October of 2024 to May of 2025 which confirmed the above details.
9. JP stated that on October 20, 2025, a new tenant moved into the rental unit. The Tenant is seeking a rent differential of \$10,440.00, compensation of \$21,360.00 and the application fee. JP provided a copy of the lease for the condo where he and his family moved into on July 5, 2024. The monthly rent at the rental unit was \$1,780.00 per month and the condo's monthly rent is \$2,650.00. The Tenant provided a copy of his new lease.

Landlord's Evidence, Michel Beaulne (MB)

10. The Landlord testified that he provided the Tenant with five months' notice so that he would have extra time to find an alternate rental unit.
11. MB explained that his intention was to move his 20-year-old son into the rental unit and he immediately put all of the utilities into his son's name. The Landlord's son, Indiana Beaulne is currently enrolled in Mohawk College.
12. MB stated that he moved his son's furniture into the rental unit in July of 2024 and his son only remained there for 3 days as he was very uncomfortable with his surroundings. MB stated that his son, Indiana suffers from Asperger's disorder, anxiety and depression. He provided a copy of a Psychological Assessment Report dated February 17, 2012 which confirmed that diagnosis.
13. MB stated that he attempted to move his son into the rental unit after Christmas of 2024 but Indiana felt nervous again and did not want to remain in the unit. MB again attempted to move his son into the rental unit in June of 2025 but the results were the same.
14. The Landlord stated that his intention was to have his son move into the rental unit and he did everything in his power to make that happen but unfortunately it did not work out. He stated that in August of 2025, he decided to rent out the rental unit and a tenant began living there on October 20, 2025.

15. MB testified that he did not receive rent for 15 months because he was trying to help his son live independently. He stated that once his son was settled in the rental unit, he expected that he would be able to pay rent. Again, the Landlord stated that he gave the N12 notice to the Tenant in good faith but circumstances caused the plan to be unsuccessful.

Analysis

16. The Tenant's evidence was straight-forward and he provided specific dates setting out the timeline of events after he was served with the N12 termination notice. He also provided corroborating, dated pictures that confirmed the vacancy of the rental unit. The Tenant stated having to move after residing in one place for 11 years was difficult on the family and he struggled finding another rental unit that he could afford. He resided in a 4-bedroom, 3-bathroom house with his family and moved to a 2-bedroom, 3-bathroom condo at an increased price.
17. The Landlord did not contest any of the Tenant's testimony and made it clear that his only intention was to have his son reside in the rental unit. He stated that unfortunately his son's challenging condition can be affected by new things or changes in his regular routine and that appears to be what happened.
18. 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.
19. The first, second and third criteria have been met as the Landlord served an N12 notice on the Tenant, the Tenant vacated the rental unit as a result of the N12 notice of termination, and no family member moved into the rental unit. The Landlord agreed that his son did not live in the unit, he agreed that the rental unit was empty and complained that he received no rent for those 15 months. The dispute is whether or not the Landlord gave the N12 notice of termination in bad faith.
20. For the first test of "bad faith" under subsection 57(5) of the Act it is presumed, unless the contrary is proven on a balance of probabilities, that the Landlord gave a "bad faith" notice, if at any time during the period from the date of the notice to one year after the Tenant vacated the unit, that the Landlord:
1. advertises the rental unit for rent;
 2. enters into a tenancy agreement in respect of the rental unit with someone other than the former tenant;

3. advertises the rental unit, or the building that contains the rental unit, for sale;
 4. demolishes the rental unit or the building containing the rental unit; or
21. The Landlord put the rental unit up for rent in August of 2025 and the Tenant vacated the rental unit on July 5, 2025, and finally rented it out to another tenant on October 20, 2025. Due to the fact that the unit was only advertised for rent in August of 2025, more than one year after the Tenant vacated, subsection 57(5) of the Act does not apply to this case.
 22. In Elkins v. Van Wissen, 2023 ONCA 789, the Court of Appeal found that in light of the tenant protection focus of the Act, the LTB must consider all the evidence before it that is relevant to the landlord's bad faith. It found that a decision maker must consider the party's conduct prior to, at the time of, and subsequent to the giving of the N12.
 23. The Landlord stated that when he served the N12 notice of termination, he acted in good faith as he had every intention of moving his son into the rental house. The Landlord's argument was that because of that good faith intention when serving the notice, I cannot find that he acted in bad faith.
 24. Prior to the Landlord providing the N12 notice of termination to the Tenant, I would have expected the Landlord to seriously consider whether or not his son might be in a position to reside on his own. I expected to see some sort of recent medical documentation setting out his son's abilities and whether or not it would be advisable for him to be residing on his own. It appears as though the Landlord was basing his decision on a 12-year-old psychological report to determine whether or not his son might encounter any challenges.
 25. The Landlord provided a notice to his Tenant and family who had been his Tenants for 11 years and decided that he would like his 20-year-old son to reside in the 4-bedroom, 3-bathroom house.
 26. Unfortunately for the Landlord's son, he did seem to have some challenges with the new living arrangements and that is very unfortunate. However, again I was provided with no up-to-date medical documentation stating that the Landlord's son was medically unable to reside in a rental unit on his own.
 27. The Landlord may have had a good intention for his son to reside in the rental unit but he failed to ensure that his son was in a position whereby he could move into the rental unit. Prior to a Landlord selecting a family member to move into the rental unit, that Landlord should ensure that the family member is willing and able to move into the unit.
 28. As such, I find that the Landlord served the N12 notice of termination in bad faith because after the Tenant was served the notice and vacated the rental unit, the Landlord's son did not move into the rental unit for more than a few days. The Landlord's son attempted to move in two other times throughout the year and was not able to stay in the rental unit. The rental unit remained vacant from July 5, 2024 to October 20, 2025.
 29. Having made this finding, I find that the Tenant is successful with his T5 application.

Remedies

30. With respect to rent differential, the Tenant is now paying \$870.00 more per month than he was paying for the rental unit. The rental unit included 4 bedrooms, 3 bathrooms and was approximately 2,100 square feet and the Tenant's new condo includes two bedrooms, three bathrooms and is approximately 1,000 square feet. Although the Tenant's rent increased substantially, the new rental unit is significantly smaller than the previous rental unit. Based on these facts, I will award the requested rent differential of \$870.00 per month for a period of 12 months calculated as \$10,440.00.
31. The Tenant is requesting \$21,360.00 for general compensation for the emotional stress of having to move quickly and finding a new place for his whole family. The Tenant calculated this number by multiplying his rent of \$1,780.00 by 12 months. The Tenant spoke briefly about the impact that the move had on himself and his family. He stated that he moved into a condo in the neighbourhood and that his children were able to remain in their schools.
32. Having considered these circumstances, I find it appropriate to order the Landlord to pay \$5,000.00 to the Tenant in general compensation for the emotional distress for the whole family, the serious disruption and the inconvenience caused by the Landlord serving the N12 in bad faith. I was not provided with sufficient evidence from the Tenant to substantiate the requested high compensation amount.
33. The Tenant incurred a cost of \$53.00 to file this application and he is entitled to recover that cost.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$15,493.00. This amount represents:
 - \$10,440.00 for the rent differential;
 - \$5,000.00 for general compensation; and
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 5, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 5, 2026, the Landlord will owe interest. This will be simple interest calculated from April 6, 2026 at 4.00% annually on the balance outstanding.

March 25, 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.