



Order under Section 57 Residential Tenancies Act, 2006

Citation: Schutt v Forbes, 2026 ONLTB 24000

Date: 2026-03-25

File Number: LTB-T-065276-25

In the matter of: 713 MACPHERSON DR
CORBEIL ON P0H1K0

Between: Connie Schutt
James Weller
Cody Weller
Tenants

And

Carol Forbes
Landlord

Connie Schutt ('CS'), James Weller ('JW') and Cody Weller ('CW', the 'Tenants') applied for an order determining that Carol Forbes (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 3, 2026.

The Tenants CS and JW, Landlord and the Landlord's legal representative, D. Shewman, attended the hearing.

Determinations:

The Landlord Did Not Occupy the Rental Unit

1. As explained below, the Tenants proved on a balance of probabilities the Landlord gave a notice of termination under subsection 48(1) of the *Residential Tenancies Act, 2006* (the 'Act') in bad faith.
2. The parties do not dispute that the Landlord gave the Tenants a Form N12 notice of termination that stated the Landlord in good faith requires the rental unit for her own residential use. The parties also do not dispute that they consented to end the tenancy in Board order LTB-T-066620-23/LTB-T-066977-23/LTB-L-042614-24, issued on July 19, 2024. The Tenants vacated the rental unit on September 1, 2024.
3. At the hearing, CS testified that the Tenants consented to end the tenancy because their legal representative advised that it is difficult for tenants to defend against applications to end tenancies where a notice is given under subsection 48(1) of the Act. The Landlord did

not contest CS' testimony on this issue, and I accordingly find that, but for the Form N12 notice of termination, the Tenants would not have consented to terminate the tenancy.

4. The Landlord agreed that she did not move-in to the rental unit. The Landlord explained that renovations to the rental unit and a February 2025 motor vehicle accident prevented her from occupying the property. In support of her testimony, the Landlord submitted a January 2025 quotation for proposed work at the property and photographs of the rental unit after the Tenants vacated.
5. The Landlord did not have independent medical evidence of injuries sustained in the February 2025 motor vehicle accident. The Landlord explained they were awaiting further medical imaging.
6. I am not satisfied that the Landlord's evidence and submissions explain their failure to occupy "the rental unit within a reasonable time after the former tenant vacated the rental unit", per subsection 57(1)(a) of the Act.
7. The Landlord's photographs do not show that the rental unit was uninhabitable, and the Landlord did not explain the approximately four-month delay in obtaining a quotation for relatively minor renovation work at the property. There was also no evidence of work at the property before January 2025. At the hearing, the Landlord listed preparing walls for painting, removing a shower and changing light fixtures and window coverings at the property. In the circumstances, I am not satisfied that the scope of work the Landlord described at the hearing prevented her from occupying the rental unit.
8. I am also not satisfied that the February 2025 motor vehicle accident prevented the Landlord from occupying the rental unit. The absence of reliable medical evidence of a diagnosis and of any limitation or restriction from the February 2025 event does not support the Landlord's assertion that the accident contributed to the Landlord's inability to move-in to the rental unit in or after September 2024. Without such evidence, the Landlord's subjective description of her health status lacks probative value.
9. Having conceded that she did not occupy the rental unit after the Tenants vacated in September 2024, and having rejected the Landlord's explanation for the omission, I find the Tenants proved their claim under subsection 57(1)(a) of the Act. I draw a negative inference from the Landlord's implausible reasons for failing to occupy the rental unit in a reasonable time after the Tenants vacated; and I find the Landlord's testimony is not reliable.

Remedies

10. The Tenants requested remedies pursuant to subsection 57(3) of the Act, requiring the Landlord to pay the difference in rent the Tenants have paid for 12 months after vacating the rental unit, general damages for non-pecuniary losses, and an administrative fine.
11. At the hearing, CS conceded that the Tenants did not disclose to the Landlord and file with the Board any documentary evidence of the increased rent the Tenants paid in the 12-month period after vacating the rental unit. In the absence of reliable evidence that should have been readily available to the Tenants, such as an Ontario standard form tenancy

agreement, banking information or receipts, I am not satisfied the Tenants proved their claim under subsection 57(3)1 of the Act.

12. CS did, however, introduce testimony of the stress and inconvenience of having to find new accommodations. CS also testified that the Tenants' new residence is smaller than the rental unit, and that the Tenants had to dispose of personal property because of the reduced floor and storage space. The Landlord did not dispute or cross-examine CS' evidence on the Tenants' experience after receiving the Form N12 notice of termination.
13. In *Mejia v. Cargini*, 2007 CanLII 2801 (Div. Ct.), the Divisional Court awarded the tenant \$4,000.00 – or approximately \$6,000.00 today according to the Bank of Canada's inflation calculator¹ – because the landlord's associates assaulted the tenant. Although the Landlord in this case did not commit a criminal act, I am satisfied CS' testimony describes a non-pecuniary loss that is compensable as damages under subsection 57(3)4 of the Act.
14. I find here that the Tenants' evidence of stress for two months after receiving the notice of termination, and the inconvenience of finding new accommodation, less impactful than the assault that took place in *Mejia*. An order requiring the Landlord to pay the Tenants \$2,000.00 reflects this. I decline to order a greater amount, because the Tenants did not introduce evidence that they were unable to use the rental unit for all usual purposes after receiving the notice of termination.
15. Having determined that the Landlord gave the Tenants a notice to terminate the tenancy under subsection 48(1) of the Act, and that the Landlord failed, without good cause, to move-in the rental unit after the Tenants vacated, I find it is appropriate to order an administrative fine of \$10,000.00 against the Landlord.
16. On its own, an order requiring the Landlord to pay the Tenants \$2,000.00 in general damages does not adequately reflect the serious nature of the Landlord's actions, which caused the Tenants to move from their home in circumstances inconsistent with the Act's purposes and protections. Keeping in mind the Board's Interpretation Guideline 16, I am satisfied a \$10,000.00 administrative fine will promote the Landlord's future compliance with the Act and will deter other landlords from similar activities.
17. All the reasons for this order are contained herein, and no further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$2,000.00 for general compensation.
2. The Landlord shall pay the Tenants the full amount owing by April 5, 2026.
3. If the Landlord does not pay the Tenants 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.

¹ <https://www.bankofcanada.ca/rates/related/inflation-calculator/>

4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.
5. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$10,000.00 by April 5, 2026.

March 25, 2026
Date Issued

Harry Cho
Vice Chair, 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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.