



Order under Section 57 Residential Tenancies Act, 2006

Citation: Blackman v Heissler, 2026 ONLTB 24775

Date: 2026-03-25

File Number: LTB-T-060455-25

In the matter of: 2, 85 SYDENHAM ST
KINGSTON ON K7L3H3

Between: Emma M Marie Blackman
Chantal Dana Gosselin
Tenants

And

Karin Heissler
Landlord

Emma M Marie Blackman and Chantal Dana Gosselin (the 'Tenants') applied for an order determining that Karin Heissler (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 12, 2026.

The Tenants, the Tenants' witness Ally Buck, the Landlord, and the Landlord's representative Michael Hickey attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Landlord gave N12 for own use in bad faith

2. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenants to prove each of the following on a balance of probabilities:
 - The Landlord gave the Tenants an N12 notice of termination under section 48 of the Act;
 - The Tenants 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 Tenants vacated; and
 - The Landlord served the N12 notice of termination in bad faith.
3. The Tenants filed their application within one year of vacating the rental unit which is required under section 57(2) of the Act.

4. The Tenants testified that they did not feel a presumption of bad faith was engaged as outlined in section 57(5) of the Act. As a result, it is the Tenants' burden to prove each element of the test outlined above.
5. The Tenants only proved some of the requirements of subsection 57(1)(a). The Tenants testified that the Landlord served them with an N12 notice of termination on March 4, 2024 which stated that they wished to occupy the unit. The N12 had a termination date of September 30, 2024. The Tenants stated that they moved out as a result of receiving the notice on August 31, 2024. Thus, the first two elements of the test have been met.
6. However, the Tenants did not prove the following requirements in subsection 57(1)(a): that the Landlord did not move in within a reasonable time after they vacated, or that the Landlord served the notice of termination in bad faith.
7. The Tenants were of the view that the Landlord never moved into the unit because their former neighbour/witness had never seen the Landlord living there after the Tenants vacated. The witness Ally Buck lives across from the rental unit, and testified that after the Tenants vacated, she saw that renovations took place in the rental unit but never saw the Landlord.
8. The Landlord testified that she moved into the rental unit on December 21, 2024 after conducting minor renovations like installing blinds, shelving, and painting the unit. The Landlord stated that she works in a role which requires frequent international travel, and when she is not temporarily abroad, she lives in the rental unit.
9. The Landlord provided receipts showing the expenses she incurred to renovate the unit. In addition, the Landlord stated that in February of 2025 she applied for a fellowship opportunity at a university in the United States. Between commuting occasionally for her fellowship and for her international duties, she is frequently away from the rental unit, but does consider it her home base.
10. The Tenants reasoning for filing this application appeared to be based entirely on the witness not having seen the Landlord, and because the Tenant Chantal Dana Gosselin parked in a driveway near the rental unit between December 2024 to July 2025 without seeing the Landlord.
11. I do not feel that the Tenants' testimony is inconsistent with that of the Landlord's, or the witness. The witness Ms. Buck did see renovations taking place in the unit, and it is plausible that if the Landlord lives in the rental unit part time, that neither the witness nor the Tenants may have seen her come and go.
12. Section 57 of the Act does not state that a landlord cannot have secondary residences abroad. The Landlord is entitled to live in the unit part time, and I find that after the Tenants had already vacated, she experienced a genuine change in circumstances where she began to reside in the unit less, due to her international job duties and her fellowship program.
13. In addition, neither the Tenants nor the witness have seen anyone else reside in the unit, nor have they seen it be rented out or listed for sale. An absence of this type of evidence corroborates the Landlord's version of the events. On a balance of probabilities, I am

persuaded that the Landlord moved into the rental unit within a reasonable amount of time, and that the N12 notice of termination was served in good faith.

It is ordered that:

1. The Tenants' application is dismissed.

March 25, 2026
Date Issued

Madeline Ntoukas
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.