



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

**Citation:** Sheedy v Lee, 2026 ONLTB 24883

**Date:** 2026-03-27

**File Number:** LTB-T-026900-25

**In the matter of:** 57 Wycliffe Cres  
KINGSTON ON K7K 5Z2

**Between:** Lyndsay Sheedy  
James Young  
Tenants

**And**

Ross Lee  
Youngkeyoung Kim  
Landlords

Lyndsay Sheedy and James Young (the 'Tenants') applied for an order determining that Ross Lee and Youngkeyoung Kim (the 'Landlords') gave a notice of termination in bad faith.

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

Only the Tenants attended the hearing.

As of 10:05 a.m., the Landlords were 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 Tenants' evidence.

### **Determinations:**

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay the Tenants \$6,748.00 by April 7, 2026.
2. The residential unit is a townhouse located at 57 Wycliffe Crescent, Kingston, Ontario.
3. The Tenants vacated the rental unit on November 4, 2024 as the Landlords provided an N12 notice of termination with a termination date of October 31, 2024. This notice stated that the Landlord had sold the house and that the purchasers would be moving into the house.

4. This application alleges that the Landlords served the N12 notice of termination in bad faith.

Evidence of Tenant, Lyndsay Sheedy (LS)

5. The Tenant testified that she received the N12 notice of termination from the Landlords on September 4, 2024 with a termination date of October 31, 2024. She had been told that the house had been sold and that the purchasers would be moving in.
6. The Tenant believed the Landlords and made arrangements to vacate the townhouse on November 4, 2024. She stated that the Landlords did not pay the Tenants the required one-month compensation.
7. LS stated that when she was driving around the neighbourhood in the new year, she noticed on January 15, 2025 that the house was put up for sale. She spoke with her previous neighbours who confirmed that the house was up for sale. LS stated that she also reached out to the Landlords and they confirmed that the house was up for sale and that they might be moving to New York.
8. LS stated that the house sold on February 7, 2025 and they were able to confirm the MLS number for the rental house and noted same on their application.
9. LS stated that they were able to secure another rental unit which lease commenced on November 1, 2024 and she provided a copy of the lease for 765 Somerset Crescent, Kingston, Ontario. She clarified that this rental unit included 4 bedrooms and that their previous rental unit included 3 bedrooms and 2 bathrooms. She stated that both houses were approximately the same square footage. The new lease was \$2,850.00 per month and the previous rental unit was \$2,500.00 per month.
10. LS is seeking a rent differential for one year (\$350.00 increase in rent for 12 months = \$4,200.00 where previous rent was \$2,500.00 per month and rent is now \$2,850.00 per month).
11. LS is also seeking \$2,500.00 in compensation which was required to be paid to the Tenants after the Landlords served the N12 notice of termination.

Law and Analysis

12. 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 49(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.

13. There is no question that the first, second and third of these criteria have been met as the Landlords served an N12 notice on the Tenants, the Tenants vacated the rental unit as a result of the N12 notice of termination and no person referred to in subsection 49(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated. The dispute is whether or not the Landlords gave the N12 notice of termination in bad faith.
14. 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:
  - a) advertises the rental unit for rent;
  - b) enters into a tenancy agreement in respect of the rental unit with someone other than the former tenant;
  - c) advertises the rental unit, or the building that contains the rental unit, for sale;
  - d) demolishes the rental unit or the building containing the rental unit; or
  - e) takes any step to convert the rental unit, or the building containing the rental unit, to use for a purpose other than residential premises.
15. The Landlords had not sold the rental unit to a purchaser who required the use of the unit for his or her own residential occupation on September 4, 2024. The Landlords waited until after the Tenants vacated the rental unit to advertise the rental house for sale.
16. 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.
17. Based on the evidence presented to me today, it is clear that the Landlords acted in bad faith when serving the N12 notice of termination under section 49(1) of the Act on September 4, 2024. The Landlords’ actions after the Tenants vacated the rental unit confirmed their continued bad faith.
18. I am satisfied that the Landlords served the N12 notice of termination in bad faith for the above reasons and as such, the Tenants are successful with their T5 application.

#### Remedies

19. With respect to rent differential, the Tenants are now paying \$350.00 more per month than they were for the rental unit. Based on these facts, I will award a rent differential of \$4,200.00.
20. Regarding the Tenants’ claim for compensation of \$2,500.00 under section 135(1.1) of the Act, I will award \$2,500.00 to the Tenants. This one-month compensation was required to

be paid by the Landlords to the Tenants prior to the termination date on the N12 notice of termination.

21. The Tenants were successful with their application and are entitled to their application fee.

**It is ordered that:**

1. The total amount the Landlord shall pay the Tenant is \$6,748.00. This amount represents:
  - \$4,200.00 for increased rent the Tenants had to incur for the one-year period from November 1, 2024 to October 31, 2025;
  - \$2,500.00 for compensation; and
  - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by April 7, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by April 7, 2026, the Landlord will owe interest. This will be simple interest calculated from April 8, 2026 at 4.00% annually on the balance outstanding.

**March 27, 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.