



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

File Number: LTB-T-084170-23-RV

In the matter of: 12 HARRIET ST
TRENTON ON K8V4L4

Between: Georgina Nelson Tenant

And

Suzanne Dow Landlord

Review Order

Georgina Nelson (the 'Tenant') applied for an order determining that Suzanne Dow (the 'Landlord'):

- collected or retained money illegally (T1 Application)
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household, and harassed, obstructed, coerced, threatened, or interfered with the Tenant (T2 Application); and
- gave a notice of termination in bad faith (T5 Application).

This application was resolved by order LTB-T-084170-23 issued on January 13, 2025.

On January 28, 2025, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved. The Landlord alleged that they were not reasonably able to participate in the proceeding.

On January 30, 2025, interim order LTB-T-084170-23-RV-IN was issued, staying the order issued on January 13, 2025.

Following a hearing on April 1, 2025, order LTB-T-084170-23-RV-IN2 was issued on April 4, 2025, granting the Landlord's request. The application was adjourned for a new hearing to be held at a future date.

This application was heard by videoconference on January 8, 2026, and April 20, 2026. The Tenant, the Landlord's Legal Representative, L. McCullough, and the Landlord attended the hearing.

The T1 application is moot as the parties agree that the Landlord paid to the Tenant, \$6, 178.93 on March 14, 2025. As this amount exceeds the \$6,000.00 requested by the Tenant in the T1 application, the application will be dismissed.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$18,441.02.
2. The tenancy for the two-bedroom rental unit commenced on July 1, 2023, but ended around September 15, 2023, following a text message from the Landlord informing the Tenant that she required vacant possession of the unit for her father.

Tenant's Evidence

3. The Tenant testified that on August 9, 2023, the Landlord sent a text message stating that she drove by the rental unit and wanted to know why the lawn was not maintained. The Tenant claimed that the Landlord invaded her privacy when she drove by the rental unit to observe the lawn.
4. On August 19, 2023, the Landlord told the Tenant to vacate the unit so she could assess it for damages. The Landlord states in the message *'Please be advised that I want you out of my property by September 30th. Your rental money will be returned after any damage assessment and those damages are corrected.'*
5. In several exchanges between the parties on the same date, the Landlord stated that the Tenant was not maintaining the lawn and that the Tenant will be required to pay to fix any cat smell in the rental unit. The Landlord also said that they left the Tenant with an immaculate garden and yard which the Tenant failed to maintain and stated, *'Just remove yourself from my property.'*
6. In a subsequent message on August 19, 2023, the Landlord stated *'September 30th out as I need it for my elderly father. I will be converting it to a fully accessible small home for him. It will be put into his name. Thank you.'*
7. On receipt of the text message, the Tenant vacated the rental unit on September 15, 2023. On October 12, 2023, the Tenant observed a *'Coming Soon'* sale sign in front of the residential complex which indicated that the Landlord gave the notice in bad faith. The Tenant believes the unit was sold on March 18, 2024.
8. The Tenant further stated that while the rent for the unit was \$2,000.00 monthly, she secured another two-bedroom unit with a monthly rent of \$2,900.00. The Tenant requested an order for the Landlord to pay \$10,800.00 to the Tenant, an amount representing the difference in rent, \$900.00, for a period of 12 months. The Tenant provided a copy of her new tenancy agreement, dated August 25, 2023, which corroborated her testimony.
9. The Tenant also requested an order for the Landlord to pay the Tenant's moving costs of \$2,085.42 incurred on September 17, 2023. The bill provided by the Tenant shows the estimated moving cost as \$2,085.42, but the actual cost, which the Tenant paid in cash, was \$1,593.02.

10. The Tenant further requested an award of general compensation of \$24,000.00 because the Landlord acted in bad faith.

Landlord's Evidence

11. The Landlord testified that the Tenant vacated the rental unit on September 30, 2023. The additional terms of their tenancy agreement required the Tenant to maintain the lawn and gardens, remove snow, and ensure that her four cats did not cause any damage to the unit.
12. The Landlord stated that she drove by the rental unit daily on her way to visit her father in the hospital and although she rarely went on the street in which the unit is located, she observed that the lawns were not maintained. On August 18, 2023, the Landlord attended the unit because the Tenant reported that the lawn mower was not working. When the Tenant did not respond to her knocks, the Landlord went to the back of the unit, and turned on the lawn mower, which was functional. At this time, the Tenant came outside and was reminded to maintain the lawn.
13. On August 19, 2023, the Landlord asked the Tenant to vacate the rental unit with the intention that her 84-year-old father, who had been hospitalized over the summer, would occupy the unit himself after being discharged in October 2023, although the discharge date was later changed to November 2, 2023. The Landlord had hoped that her father would occupy the rental unit with the help of live in caregivers and be closer to the hospital.
14. The Landlord further stated that she did not anticipate the change in her father's condition because he was doing well in September 2023, but unforeseeably, his health declined in October 2023, and he passed on October 28, 2023. Prior to his passing, the Landlord's husband also suffered a serious medical episode on October 23, 2023, and was also hospitalized.
15. The Landlord's father was hospitalized from April 2023 to October 2023 when he passed. He lived with the Landlord prior to his hospitalization but wanted his own space with two caregivers and was unwilling to go into a conventional care home.
16. The Landlord renovated the rental unit following the Tenant's move, and had the bathroom, fireplace, floors, doorway, and closets updated to accommodate her father's needs. The Landlord provided a text message from her contractor stating that he upgraded the rental unit in order for her father to move in.
17. The Landlord provided a Listing Agreement showing the rental unit was listed for sale on October 24, 2023, but acknowledged there was a '*Coming Soon*' sign in front of the unit on October 12, 2023, and that she was in talks with the realtor prior to October 24, 2023. The Landlord asserted that the rental unit was listed for sale due to the pressures resulting from her husband, and father's medical condition. The sale of the unit closed on April 14, 2024.

Analysis

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. Based on all the evidence, I am satisfied that the Tenant proved all the requirements in subsection 57(1)(a) of the Act. An N12 notice of termination informs a Tenant that the Landlord requires the rental unit for their own use and must provide at least 60 days to vacate. I find that the text message sent on August 19, 2023, is equivalent to an N12 notice as it contained the essential elements which includes a specified termination date and the reason for the notice. The Tenant vacated the unit on or about September 15, 2023, as a result of that text message.

20. In *Elkins v. Van Wissen*, 2023 ONCA 789, a case where in consideration of section 57 (1) (b) of the Act, similar to section 57(1)(a) except the notice was given on behalf of a purchaser, the court of appeal held in paragraph 42:

‘The purposes of the RTA are set out in s. 1. The first purpose listed is “to provide protection for residential tenants from...unlawful evictions”. To ignore events after a landlord gives a tenant a s. 49 termination notice limits the Board from fulfilling its responsibility to determine bad faith under s. 57(1)(b) and undermines the RTA’s stated purpose of providing tenants with protection from unlawful evictions.’

21. Section 57(5) of the Act provides that there is a presumption of bad faith if the Landlord advertises the rental unit, or places the building that contains the rental unit, for sale within a year after the Tenant vacates the unit. In this case, rather than the Landlord’s father occupying the unit as stated in the notice, the Landlord listed it for sale on October 24, 2023, approximately a month after the Tenant vacated the unit.

22. Given the legal presumption of bad faith, the Landlord bears the burden of demonstrating that the notice of termination was served in good faith. The evidence demonstrates that the Tenant, who had resided in the unit for less than two months by August 19, 2023, was served with the notice because the Landlord’s father intended to occupy the unit, even though he had been hospitalized for approximately four months prior to the service of the notice. Additionally, the Landlord was extremely dissatisfied with the Tenant’s maintenance of the lawn, as seen from the messages she sent to the Tenant on August 19, 2023. The Landlord categorically told the Tenant to remove herself from the property prior to giving the notice.

23. Therefore, I am satisfied that when the Landlord served the notice on August 19, 2023, requesting that the Tenant vacate the unit, the Landlord did not genuinely intend that her 84-year-old father, who had resided with her prior to his hospitalization, would occupy the unit. I find that this was a ruse employed by the Landlord to secure the Tenant’s eviction. Having succeeded in evicting the Tenant, the Landlord on October 12, 2023, advertised that the unit was coming up for sale and formally listed it for sale on October 24, 2023.

24. Although the Landlord claimed that she undertook repairs to the rental unit to accommodate her father's condition, no documentary evidence was provided to substantiate that claim. I do not accept the text message from the Landlord's contractor, that repairs were carried out in the unit because of the Landlord's father, as he did not attend the hearing to provide sworn testimony. In addition, no medical documentation was provided to establish that the Landlord's father was expected to be discharged from the hospital so as to justify the service of the notice. Based on all the evidence, I find that the Landlord served the notice of termination in bad faith.
25. Having succeeded in proving that the notice was given in bad faith, the Tenant, pursuant to section 57(3) (4) of the Act is entitled to the difference (\$900.00) between the rent for the rental unit (\$2,000.00) and the rent for her new unit (\$2,900.00) for a period of twelve months in the total amount of \$10,800.00. The evidence demonstrates that the rental unit and the new unit are comparable two-bedroom homes. The Landlord will be ordered to pay \$10,800.00 to the Tenant, for the period from October 1, 2023, to September 30, 2024.
26. Section 57 (3) (1.2) of the Act provides that the LTB can make an order that the landlord pay a specified sum to the former tenant for reasonable out-of-pocket moving, storage, and other like expenses that the former tenant has incurred or will incur. The Tenant incurred moving costs of \$1,593.02 and is entitled to a reimbursement of the costs.
27. The Tenant requested general compensation of \$24,000.00. Section 57 (3) (1.1) of the Act provides that the LTB may make an order that the landlord pay a specified sum to the former tenant as general compensation in an amount not exceeding the equivalent of 12 months of the last rent charged to the former tenant. An order under this paragraph may be made regardless of whether the former tenant has incurred any actual expenses.
28. Given the additional rent the Tenant continued to incur monthly because of the Landlord's bad faith eviction, I find it fair to award general compensation of \$6,000.00 to the Tenant, an amount equal to three months rent (\$2,000.00 x 3).
29. With regards to the allegations of substantial interference and harassment, section 22 of the Act provides that a landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household. In addition, section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.
30. Based on the text messages presented by the Tenant, on August 9, 2023, the Landlord questioned the Tenant about why the lawn had not been cut. After the Tenant responded that she was undergoing physiotherapy treatments, the Landlord did not pursue the issue further at that time. However, on August 19, 2023, the parties engaged in a series of exchanges in which the Landlord stated that the Tenant would be responsible for paying for any damage to the unit and asked the Tenant to vacate the rental unit.
31. While the Landlord was clearly wrong in her approach, it does not appear that her conduct continued beyond August 19, 2023, and therefore does not meet the threshold for

harassment, which requires persistent or repeated conduct. The Tenant's assertion that the Landlord intruded on her privacy by driving by the property is unpersuasive, particularly as the Tenant's indicated in one of her responses to the Landlord that she appreciated the Landlord keeping an eye on the property when the Tenant was not present. I am therefore not satisfied that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit or harassed the Tenant.

32. The Landlord will be ordered to pay a total of \$18,441.02 to the Tenant, inclusive of the \$48.00 cost of filing the application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$18,441.02. This amount represents:
 - \$10,800.00 for increased rent the Tenant incurred for the one-year period from October 1, 2023, to September 30, 2024,
 - \$1,593.02 in moving costs,
 - \$6,000.00 in general compensation, and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 24, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by May 24, 2026, the Landlord will owe interest. This will be simple interest calculated from May 25, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
5. The T1 application is dismissed.
6. The T2 application is dismissed.

April 24, 2026
Date Issued

Jitewa Edu
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.