



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

File Number: LTB-T-048027-25

In the matter of: 48 ALBEMARLE ST
BRANTFORD ON N3S4N6

Between: Makayla Bellhouse-Simons Tenant
Phillip Kent

And

Patricia Karmiris Landlord

Makayla Bellhouse-Simons and Phillip Kent (the 'Tenant') applied for an order determining that Patricia Karmiris (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 10, 2026.

The Tenant, the Landlord's Legal Representative Courtney Boyd and the Landlord attended the hearing.

Agreed Facts:

1. The tenancy commenced on July 1, 2019, in a multi-level residential unit.
2. On August 26, 2024, the Landlord served an N12 notice of termination for the purpose of occupation by the Landlord's daughter.
3. The termination date was October 31, 2024.
4. An L2 application was heard on January 23, 2025.
5. On February 6, 2025, the Tenants entered into an Agreement of Purchase and Sale for a residential property.
6. On February 26, 2025, the Tenants served an N9 notice of termination effective April 30, 2025.
7. The Tenants closed on their purchased property on March 28, 2025.

8. On April 7, 2025, the Board issued its L2 decision, dismissing the application and finding a lack of good faith intention.
9. The Tenants vacated the rental unit on April 30, 2025.
10. The Tenants returned the statutory compensation on May 2, 2025.
11. The rental unit was subsequently relisted and re-rented at a higher rent during summer 2025.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.

Landlord gave N12 for own use in bad faith

2. 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.
3. The Tenant Ms. Makayla Bellhouse-Simons testified they resided in the rental unit 2019 and has established strong residential stability and community ties.
4. She states that prior to the N12, there were disputes with the Landlord regarding proposed rent increases.
5. At the L2 hearing, the Tenant testified that the Landlord presented evidence regarding the medical and personal circumstances of the Landlord's daughter. The Tenant stated that they relied on this evidence when reviewing the N12 Notice and during the hearing. As a result, the Tenant did not oppose the L2 application, as they believed that the Landlord's daughter genuinely required the rental unit.
6. Ms. Bellhouse-Simons stated they began searching for alternative housing prior to and following the hearings. She claimed that due to limited availability in the rental market, they made the decision to purchase a home.
7. She later discovered the unit had been relisted and re-rented shortly after they vacated.

The Landlord's Evidence

8. The Landlord Patricia Karmiris testified that her daughter initially intended to occupy the unit. Her daughter suffered serious medical issues, including cancer treatment, and required ongoing care.
9. It was later determined she could not live independently and decided not to move into the unit, approximately in February 2025. She did not communicate this change to the Tenants or the Board. She stated that her daughter never moved into the rental unit.
10. The Landlord admitted that the rental unit was later relisted and re-rented.
11. The Tenant cross examined the Landlord on the evidence presented.
12. On cross-examination, the Landlord confirmed:
 - The Tenants were not informed of any change in the daughter's intention to occupy the unit.
 - No notice of change in circumstances was provided to the Board.
 - The daughter never physically occupied or took possession of the unit.
 - The unit was relisted shortly after vacancy and subsequently re-rented.
 - The daughter did not complete a move-in process (no furniture relocation, no full address change, no occupancy evidence).

Analysis

13. [Subsection 57\(1\)\(b\)](#) of the [Residential Tenancies Act, 2006](#) (the 'Act') sets out a three part test that must be met. First, the Tenants must establish that the Landlord served an N12 notice of termination in bad faith under section 49 of the Act. Second, the Tenants must establish that they vacated the rental unit as a result of receiving the N12 notice. Third, the Tenants must establish the no person listed in the notice moved into the rental unit within a reasonable time after the Tenants moved out.
14. I considered the totality of the evidence, including testimony from both parties. I make the following findings:
 - The Landlord initially asserted a genuine intention for the daughter to occupy the unit.
 - The daughter's health circumstances were significant and evolving.
 - However, the evidence establishes that the daughter ultimately did not move into the unit at any time.
 - A decision not to proceed with occupancy occurred around February 2025, prior to the Tenants vacating.
 - That decision was not communicated to the Tenants or disclosed to the Board.
 - The unit was later relisted and re-rented shortly after vacancy at a higher rent.
15. A central issue in this application is whether there was a material change in circumstances after issuance of the N12.
16. I find that even if the N12 was initially issued in good faith, the evidence demonstrates that the daughter's intention to occupy the unit ceased prior to vacancy. This change was not

communicated to the Tenants, nor was any corrective steps taken by the Landlord to withdraw or clarify the N12.

17. In my view, where a landlord becomes aware that the stated basis for an N12 will not be fulfilled, there is an expectation of prompt disclosure and transparency, particularly where Tenants are actively making housing decisions in reliance on that N12 notice. The failure to disclose this change is inconsistent with the ongoing obligation of good faith administration of the termination process.
18. I accept that the Tenants relied on the N12 Notice as valid, they were influenced by the testimony of the Landlord at the L2 hearing, and made significant life decisions, including entering into a purchase agreement for a new home, in reliance on the expectation that the unit would not remain available to them.
19. I also find that The Tenants' decision to purchase a home was influenced by market conditions and housing instability, but also materially connected to the expectation that the rental unit was legitimately required for personal occupancy. The timing of the purchase agreement (February 6, 2025) and notice to vacate (February 26, 2025) is consistent with reliance on the N12 framework and hearing evidence.
20. Accordingly, this shows a clear connection: it was reasonable to expect that the Tenants would move because the Landlord gave them the N12 notice and said the unit was needed for a family member
21. The Board places weight on the post-vacancy conduct, specifically:
 - The rental unit being relisted shortly after the Tenants vacated.
 - The rental unit being re-rented at a higher rent within a relatively short period.
 - The absence of any intervening occupancy by the stated intended occupant.
22. While post-tenancy conduct is not determinative on its own, it is relevant in assessing whether the original asserted purpose was carried out in substance. In this case, what the Landlord did after the Tenant moved out suggests that the unit was not actually used for the personal living purpose required by the 'Act'.
23. The Good Faith Assessment. Good faith under section 57 is not limited to subjective belief at the moment of issuing the N12. I find that even if the initial issuance of the N12 was made in subjective good faith, the failure to disclose the subsequent change in intention, combined with non-occupancy and re-rental, undermines the overall statutory good faith requirement.
24. I find on a balance of probabilities, that the N12 was not executed in accordance with the good faith standard required by the RTA.
25. The Board acknowledges that the Landlord's evidence regarding the daughter's serious medical condition and genuine hardship. That family health circumstances can evolve unpredictably and may legitimately impact occupancy intentions.

26. However, the statutory requires that the Tenants not be left in a position of uncertainty where the foundational purpose of an N12 ceases to exist. In such circumstances, transparency and communication are critical. The absence of disclosure, combined with subsequent re-rental activity, outweighs the initial asserted intention.
27. The first part of the test requires a finding that the N12 was given in bad faith. The evidence shows that although the Landlord initially stated that her daughter intended to live in the unit, that intention changed before the Tenants moved out. By February 2025, the decision had been made that the daughter would not occupy the unit. This change was not communicated to the Tenants and was not disclosed to the Board. When a landlord knows that the stated reason for an N12 will not occur and allows the notice to stand without correction, this undermines the requirement of good faith. The subsequent re-listing and re-rental of the unit further supports the conclusion that the N12 was not ultimately pursued for its stated purpose.
28. The second part of the test requires the Tenants to show that they moved out because of the N12. The evidence establishes this connection. The Tenants relied on the N12 Notice and the Landlord's testimony at the L2 hearing, believed the unit was genuinely required for family use, and acted accordingly. They made significant housing decisions, including entering into an agreement to purchase a home and providing notice to vacate, within a timeframe that aligns with that reliance. While broader housing market pressures existed, the evidence shows that the expectation created by the N12 was a factor in the Tenants' decision to leave.
29. The third part of the test requires proof that the person named in the N12 did not move into the unit within a reasonable time after the Tenants vacated. The evidence is clear on this point. The Landlord's daughter never occupied the unit at any time. Instead, the unit was relisted shortly after vacancy and rented to new tenants at a higher rent, with no family occupancy. Taken together, this post-vacancy conduct confirms that the stated purpose of personal use was never carried out. As a result, all three elements of the test under subsection 57(1)(b) have been satisfied based on the evidence before the Board.

Remedies

30. Compensation under section 57 is remedial, not punitive, and must reflect actual, proven, and reasonably foreseeable losses. The Tenants claimed \$20,500 in general damages.
31. I find that while some disruption occurred, the claim is excessive because:
- The Tenants voluntarily purchased a property.
 - No comparable rental differential evidence was provided.
 - Some claimed losses reflect lifestyle change rather than quantifiable loss.
 - Mitigation was partial and significant planning time was available.
 - The solution should fix the problem without giving anyone more than what is fair or deserved.

32. I find that the Tenants did experience disruption including ending a long-term tenancy of approximately six years, they needed to relocate in a competitive housing market, loss of continuity in their neighbourhood and school patterns, and finally the general inconvenience and stress associated with relocation through a no fault N12 Notice.
33. However, I also find that the Tenant had several months of overlapping planning time, they made a voluntary decision to purchase a home, which materially changed their cost structure and reduced rental market exposure, and that some impacts (e.g. neighbourhood loss, storage differences) are real but not easily quantifiable in monetary terms.
34. While the N12 process contributed to the Tenants' decision-making, I find that the resulting harm must be narrowed to direct relocation-related consequences, rather than broader lifestyle or housing preference changes. They purchased a home introduced independent financial and lifestyle outcomes (equity accumulation, ownership benefits) that offset some claimed losses. There was insufficient evidence of a measurable rent differential loss between comparable units. Lastly, some damages related to personal preferences rather than compensable loss.
35. I find that:
- The Tenants had significant time between January and April 2025 to plan relocation.
 - They actively engaged in housing searches and ultimately secured ownership housing.
 - The decision to purchase, while reasonable, reduced the scope of ongoing rental-related loss.
 - No evidence was provided that alternative rental options were fully exhausted or quantified.
36. I do not calculate general damages on a strict mathematical formula. Instead, it applies a global reasonableness assessment, considering:
- Duration of tenancy.
 - Degree of disruption.
 - Nature of reliance on the N12.
 - Availability of mitigation.
 - Whether claimed amounts would result in overcompensation.
37. I find it appropriate in the circumstance to award the Tenants **\$7,200.00** in General Compensation. The award reflects the following assessments: a) Relocation disruption and housing transition impact – \$4,500.00. This reflects the harm, forced relocation planning, stress, and housing instability, b) Loss of tenancy stability and reliance-based disruption – **\$2,000.00**. This reflects the breakdown of long-term housing security and N12 reliance c) General inconvenience and non-quantifiable hardship – **\$700.00**. This reflects inconveniences including household disruption and adjustments to new living arrangements.

38. I do accept that the Tenant's request of some out-of-pocket expense **\$400.00** for relocation and this amount will be awarded.

39. Lastly, I find that although there were deficiencies in communication and transparency, the conduct does not rise to the level warranting a punitive administrative monetary penalty. Therefore, no administrative penalty is ordered against the Landlord.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$7,600.00. This amount represents:
 - \$400.00 for the reasonable moving, storage and other like expenses that the Tenant has incurred as a result of having to move out of the rental unit.
 - \$7,200.00 for general compensation.
2. The Landlord shall pay the Tenant the full amount owing by May 18, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 18, 2026, the Landlord will owe interest. This will be simple interest calculated from May 19, 2026, 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.

May 7, 2026
Date Issued

Anthony Bruno
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.