



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-063185-25

In the matter of: Basement, 593 NORTHCLIFFE BLVD
Toronto ON M6E3L6

Between: Stephen Gibson Tenant

And

Steven Pinnock Landlord
Rita Pinnock

Stephen Gibson (the 'Tenant') applied for an order determining that Steven Pinnock and Rita Pinnock (the 'Landlord') gave a notice of termination in bad faith.

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

The Landlord's Legal Representative, Mohammed Jacquesson, the Landlord, Steven Pinnock, the Landlord's Witness, Liana Pinnock, the Tenant and the Tenant's Witnesses, Kelli Fullager and Karin Lickers attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
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. On an application to the Board, the person who alleges a particular event occurred has the burden of proof to establish that it is more likely than not that their version of events is true. In this application, the burden typically falls on the Tenant to establish that the notice of termination was served in bad faith.

4. The following facts were undisputed by the parties:
 - The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act dated February 28, 2024 with a termination date of July 31, 2024.
 - The Tenant vacated the rental unit as a result of the N12 notice of termination.
5. Based on the uncontested evidence before me, I find that the first and second elements of subsection 57(1)(a) of the Act have been met by the Tenant.
6. The Tenant, Stephen Gibson ('SG') submits the N12 was served in bad faith as a result of maintenance issues at the residential complex. SG testified that on February 12, 2024, there was leak in the rental unit and as a result, he received an N12 notice in March 2024. SG testified that he vacated the rental unit on July 31, 2024 in accordance with the N12 notice.
7. SG testified that since vacating the rental unit he continues to drive past the rental unit on his way to and from work and when he drives past the rental unit, he observes no signs that anybody has moved into the rental unit such as a parked vehicle, shovelling of the driveway, lights turned on, or signs of activity in the rental unit.
8. SG also testified that he has become aware that the Landlord has given other N12 notices of termination and requests that the Board draw an inference of bad faith based on the fact that the Landlord has given other N12 notices of termination.
9. The Tenant's Witness, Karin Lickers ('KL') testified she resided in the upper unit of the residential complex until November 11, 2024 and had not observed anybody living in the rental unit after the Tenant vacated. KL testified that after she vacated the rental unit she continued to pass by the rental unit and continued to observe no signs that anybody was residing at the rental unit.
10. The Tenant's Witness, Kelli Fullager, ('KF') testified that she lives near the rental unit and regularly visits the rental unit to feed stray cats. KF testified that she has not seen any signs that somebody was residing at the rental unit between the periods of January 2025 to August 2025 as garbage was never taken out, the snow was not shovelled and nobody was observed at the rental unit.
11. The Landlord, Stephen Pinnock ('SP') testified that once KL vacated the upper unit, he began renovations at the residential complex which occurred from December 2024 to March 2025. SP testified that the renovations included drywalling, replacing flooring, painting and performing some plumbing work to rectify leaks in the rental unit. The Landlord also testified that he also had to perform some cosmetic work to prepare the rental unit for his daughter's residential occupation.
12. SP testified that as a result of the ongoing renovation at the residential complex, his daughter, Liana Pinnock ('LP') was unable to move into the rental unit until approximately April 2025.
13. LP testified that she moved into the rental unit on or about April 29, 2025 and that since then she has continued to reside at the rental unit.

14. I accept SP's and LP's testimony that the rental unit was occupied as of April 29, 2025. The question before me is whether it was reasonable for LP to move into the rental unit approximately 9 months after the Tenant vacated due to the alleged maintenance issues.
15. SP testified that he performed the work piecemeal by himself when he had available time outside of work to renovate the rental unit.
16. While it was undisputed that there were some outstanding maintenance issues at the rental unit, there was no supporting evidence provided by the Landlord that the renovations were required or that any of the alleged renovations were done by the Landlord as they allege. I would have expected some supporting evidence such as photos of the rental unit, quotes for repairs, receipts for expenses incurred or some other supporting documentation to warrant a 9-month delay for moving into the rental unit.
17. I was not satisfied that the delay of 9 months is warranted based on the evidence before me and as a result, I am not satisfied that anybody moved into the rental unit within a reasonable amount of time after the Tenant vacated.
18. However, as LP moved into the rental unit, albeit after a 9-month delay, I am not convinced that the N12 notice was given in bad faith. The person who was intended to move into the rental unit did move into the rental unit and testified that she continues to reside in the rental unit. The unit has not been listed for rent or sale and the Tenant has not established that the N12 notice was given in bad faith. As a result, I find that the Tenant has failed to demonstrate, on a balance of probabilities, that the N12 notice was given in bad faith and the application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

May 7, 2026
Date Issued

Christopher Lin
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.