



Order under Section 57 Residential Tenancies Act, 2006

Citation: Woodcox v Alvarez, 2026 ONLTB 38394

Date: 2026-05-19

File Number: LTB-T-089463-25

In the matter of: 218 Niagara Street
St. Catharines ON L2M4V4

Between: Carol Woodcox Tenant

And

Luis Guevara Alvarez Landlord

Carol Woodcox (the 'Tenant') applied for an order determining that Luis Guevara Alvarez (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 22, 2026.

The Tenant, the Landlord's Legal Representative, Brenda Guardado and the Landlord 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. The residential unit is a single family dwelling and the Tenant resided there from 2016 until June 2, 2025.
3. This application alleges that the Landlord served the N12 notice of termination in bad faith.

Tenant's Evidence, Carol Woodcox, (CW)

4. The Tenant testified that she vacated the rental home because she received an N12 notice from the Landlord whereby he stated that he would be living in the residence. The LTB order stated that she had to vacate the rental house by May 31, 2025 however, she had a lot to pack and she remained in the unit a few days after the termination date.
5. CW stated that she received a call from the Landlord requesting that he be able to walk through the home for an inspection at the beginning of June of 2025. She stated that she

agreed to move all of her belongings out of the house for a payment of \$500.00 from the Landlord.

6. CW stated that she is forced to reside in her car because she is unable to find other accommodation that she can afford. She stated that she parks her car in front of the house daily and watches to see if the Landlord actually resides in the house. She stated that the Landlord put the lights on timers and that he did not take care of the property maintenance and the Municipality gave him an order to comply. She saw the order herself.
7. The Tenant stated that she did not see the children except for Christmas when they were there were their father. CW stated that she regularly parks in front of the house and she maintains that no one is residing there except for a lady and that the lights remain on a timer.
8. The Tenant is seeking a rent abatement of \$30,000.00, a rent differential of \$14,400.00, storage expense of \$360.00, compensation of \$28,600.00 (based on her loss of ODSP due to no fixed address) and further compensation of \$10,000.00 for the fact that she must live in her car.

Landlord's Evidence, Luis Guevara Alvarez (LGA)

9. The Landlord testified that he attended the rental unit after the Tenant left and discovered broken doors, broken windows, vomit and blood on the walls, cement in the sinks and toilets and a very large amount of garbage and junk within the house and outside the house. He explained that he hired someone to remove the junk and it took 3 full trucks of garbage from the house.
10. The Landlord provided dated pictures of the rental house that he took when he took possession of it on June 2, 2025.
11. LGA stated that the house was not habitable when he took possession and he worked diligently when he was not working, to get the house ready for himself and his children. He provided receipts for garbage removal, required repairs, an invoice for the replacement of the front door, the notices from the Municipality and his responses to the Municipality confirming that the work had been done. He also provided dated invoices for furniture that was ordered on October of 2025 and delivered to the rental house.
12. The Landlord stated that he was able to move into the house late September of 2025 after cleaning, repairing and removing all of the garbage left by the Tenant. He provided a copy of his work schedule as a service engineer, whereby he travels for work 2-3 weeks per month and must travel out of Canada. He stated that when he is not working, he is residing at his house and his children visit him on weekends.
13. LGA also provided Alectra invoices showing that he has been consistently using hydro since July of 2025 through to March of 2026 at the rental address.

14. LGA also provided pictures of himself with his children in the rental house and showed pictures of the exterior of the house cleaned up completely. The Landlord stated that he has been residing in the house full time since September of 2025, except when he is away for work.

Analysis

15. 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.
16. The first and second criteria have been met as the Landlord served an N12 notice on the Tenant and the Tenant vacated the rental unit as a result of the N12 notice of termination. I am not persuaded that the Landlord did not occupy the rental unit within a reasonable time after the Tenant vacated.
17. Although the Tenant stated that she had knowledge that the Landlord was not residing in the house, based on her sitting in front of the house daily, she did not provide any pictures or corroborating evidence to support her position.
18. Based on the Landlord's oral evidence, his dated pictures, his utility invoices and his work schedule, I am satisfied that the Landlord is occupying the rental unit. The Landlord had no choice but to remove the garbage, repair the house and ensure that it was habitable for himself and his children before moving into the house. I am satisfied that the Landlord is residing in the house and has been since September of 2025.
19. The Tenant proved the first two criteria of subsection 57(1)(a) of the Act but did not prove the last two criteria of the Act. Based on this result, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

May 19, 2026
Date Issued

Carrie Bertrand
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.