



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

File Number: LTB-T-077116-25

In the matter of: A, 339 LAKESHORE RD E
OAKVILLE ON L6J 1J4

Between: Cheryl Collins Neely Tenant

And

2540507 Ontario Inc. Landlord

Cheryl Collins Neely (the 'Tenant') applied for an order determining that 2540507 Ontario Inc (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on May 7, 2026.

The Landlord's legal representative, Francisco Gomez, the Landlord and the Tenant 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.

Agreed Facts

2. At the outset of the hearing, the following facts were agreed by the parties:
 - (a) The Landlord served an N13 Notice to Terminate at End of the Term for Conversion, Demolition, or Repairs (N13 notice) in August 2023.
 - (b) The Tenant vacated the rental unit on April 17, 2025 as a result of the N13 notice
 - (c) The Landlord completed the conversion of the rental unit as set out on the N13 notice
 - (d) The Tenant filed a T5 application on September 10, 2025
3. As the parties agreed on the above facts, the Landlord's legal representative raised a preliminary issue with respect to the application where they submit the Tenant's application cannot succeed.

Preliminary Issue:

Should the application be dismissed?

4. The Landlord's legal representative submits as it is undisputed that the Landlord converted the rental unit pursuant to the N13 notice the Tenants application cannot succeed and must be dismissed. The Landlord's legal representative further submits that pursuant to section 183 of the *Residential Tenancies Act, 2006* (the 'Act') the Board is directed to adopt the most expeditious method of determining the questions arising in a proceeding and as the Tenant does not dispute the Landlord completed the conversion of the rental unit the application cannot succeed and must be dismissed.
5. This application was brought pursuant to subsection 57(1)(c) of the Act. Subsection 57(1)(c) of the Act requires the Tenant to prove each of the following on a balance of probabilities:
 - (a) The Landlord gave the Tenant an N13 notice of termination under section 50 of the Act;
 - (b) The Tenant vacated the rental unit as a result of the N13 notice of termination;
 - (c) The Landlord did not convert the rental unit within a reasonable time after the Tenant vacated; and
 - (d) The Landlord served the N13 notice of termination in bad faith.

[Emphasis Added]

6. It was undisputed that the first three of these criteria has been met, as the Landlord served an N13 notice on the Tenant, the Tenant moved out as a direct result of the Landlord's Notice and the Landlord converted the rental unit into a commercial space. The dispute is whether or not the Landlords gave the N13 notice in bad faith.
7. It is undisputed that the Landlord converted the rental unit within a reasonable time and pursuant to section 57(1)(c). Therefore, I cannot find that the Landlord served the N13 notice in bad faith.
8. The Tenant testified that the Landlord is acting in bad faith as the Landlord converted the rental unit and then placed the unit for rent as a commercial listing. Further, the Tenant states that the Landlord mislead her as they informed her they were expanding their location from the main floor to both floors, despite this, the Landlord placed the unit for commercial rent and therefore has acted in bad faith.
9. Further, the Tenant pointed to her evidence (DOC-7867198) pages 2-8, which shows that the rental unit was listed for rent as a commercial space. Specifically, the advertisement on page 3 states "Newly renovated and move-in ready, this bright and modern second-floor office space fronting onto Lakeshore Rd. E, offers approximately 1,045 sq. ft. of functional workspace. Featuring a spacious and open-concept main area, two private closed-door offices...". Further, she pointed to page 9 of her evidence which is a letter from the Landlord which states they have the intention to expand their salon to offer "an enhanced suite of hair and services and a curated retail shop...".

10. The Tenant repeated her submission on multiple occasions as she believed the Landlord has mislead her and the Board due to the prior proceedings where they stated that they were using the space for themselves, therefore they are acting in bad faith. Additionally, she repeats that as the Landlord has placed a commercial listing for the unit, they mislead the Tenant and have acted in bad faith.
11. I am mindful that this application is not covered by subsection 57(5) of the Act insofar as, there is no presumption of bad faith nor is there a reverse onus with respect to a notice provided under section 50 of the Act. I understand that the Tenant believes that as the Landlord attempted to re-rent the unit, the Landlord is acting in bad faith. I disagree with the position of the Tenant as subsection 57(5) does not apply with respect to a notice served under section 50 of the Act.
12. As it was undisputed that Landlord completed the conversion within a reasonable time, I find that the Tenant has not proven on a balance of probabilities is that the Landlord acted in bad faith. I find that the Landlord did in fact complete the conversion within a reasonable time and therefore the application must be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

May 20, 2026
Date Issued

Angela Smith
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.