



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

File Number: LTB-T-078165-25

In the matter of: Basement, 356 Dufferin Avenue
Belleville ON K8N 3X8

Between: Melody Shillington Tenant

And

Raymond Fobert Landlord

Melody Shillington (the 'Tenant') applied for an order determining that Raymond Fobert (the 'Landlord') gave a notice of termination in bad faith.

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

The Landlord, the Landlord's legal representative, Dara Saunders, the Tenant's support, Alan Johnston and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall pay to the Tenant \$10,053.00.

Preliminary Issues:

Should the Tenant's representative act in the capacity of support or representative?

2. At the outset of the hearing, it was established that the Tenant's representative fit the exemptions to act in the capacity as the Tenant's representative. With this said, the Tenant's representative often appeared confused, and the Tenant and her representative did not appear to be on the same page.
3. On the Board's motion, I sought to clarify the role of Mr. Johnston and inquired if the parties wished to speak in a breakout room to discuss Mr. Johnston's role within the hearing. The Tenant and Mr. Johnston determined that Mr. Johnston would act as the Tenant's support person and not in the capacity as a representative for the purposes of this hearing.

Should the Tenant be able to rely on evidence that was not served on the Landlord?

4. The Landlord's legal representative submits that the Tenant did not serve the evidence on the Landlord or their legal representative, stated that she has not had the ability to review the evidence with her client and therefore the evidence should be excluded.
5. The Tenant agrees that they did not serve the evidence on the Landlord and states that the evidence was placed within the Tribunals Ontario Portal (TOP). Further, she states she was unaware of the LTB's Rules relating to evidence disclosure. The Tenant states that she wants to move forward with her hearing without the evidence that was placed within TOP.
6. Rule 19.1 of the Board's Rules of Procedure outlines that all documents, pictures and other evidence that the Tenant intends to rely upon must be provided to the other party and the LTB at least 7 days before the hearing. Additionally, the Notice of Hearing that was sent to the Tenant on April 7, 2026 provides guidance and direction with respect to reliance and service of evidence.
7. The Tenant's evidence was uploaded to TOP on April 22, 2026 and this matter was the last to be called at 3:24pm. I inquired with the Landlord's legal representative if she had reviewed the evidence within TOP either prior to the hearing or during the time the matter was waiting to be called, the Landlord's legal representative stated she did not review the evidence and again submits the evidence should be excluded.
8. The Tenant stated she did not want to adjourn the matter and wished to move forward with the hearing without the evidence that was placed on TOP. As the Tenant requested to proceed without the evidence placed on TOP the application will move forward in that manner.

T5 Application

Did the Landlord serve the N12 Notice in bad faith?

9. Pursuant to section 57(1) of the *Residential Tenancies Act, 2006*, S.O. 2006, c17 (the 'Act'), the Board may make an order against a landlord if, on application by a former tenant of a rental unit, the Board determines that,
 - (a) the landlord gave a notice of termination under section 48 in bad faith, the former tenant vacated the rental unit as a result of the notice ... and no person referred to in clause 48 (1) (a), (b), (c) or (d) occupied the rental unit within a reasonable time after the former tenant vacated the rental unit.

Rebuttable Presumption of Bad Faith

10. Subsections 57(5) and 57(6) of the Act establishes a rebuttable presumption of bad faith on the following ground:

(5) For the purposes of an application under clause (1)(a), it is presumed, unless the contrary is proven on a balance of probabilities, that a landlord gave a notice of termination under section 48 in bad faith, if at any time during the period described in subsection (6) the landlord,
... (c) advertises the rental unit, or the building that contains the rental unit, for sale;

(6) The period referred to in subsection (5) is the period that,
(a) begins on the day the landlord gives the notice of termination under section 48; and
(b) ends one year after the former tenant vacates the rental unit. 2017, c. 13, s. 10.
The Tenant's application asserts that the Landlord served the N12 notice in bad faith as they had listed the house for sale and never had the intention of residing in the rental unit for residential purposes, for a period of at least one year; it was always the Landlord's intention to sell the house.

11. 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.
12. It was undisputed that the Landlord served an N12 notice on the Tenant, the Tenant moved out of the rental unit as a result of the N12 notice, and the Landlord placed the property for sale and did in fact sell the rental unit. Therefore I find that the Landlord did not intend to move into the rental unit for residential purposes for a period of at least one year. On a balance of probabilities, I therefore find that the Landlord served the N12 notice of termination in bad faith.
13. It was also undisputed that the rental unit was sold in October 2025, just over 2 months after the Tenant vacated the rental unit. As a result, there is a rebuttable presumption that the Landlord served the N12 notice in bad faith. In other words, in this case, the burden falls on the Landlord to establish that they served the N12 in good faith.
14. The Landlord testified that he had no intention to sell the property when he served the N12 Notice, he submitted that he had a genuine intent to return to the residential property into a single-family dwelling, no longer wished to have a tenant and planned to reside in the property for the remainder of his life. The Landlord further testified that the reason he placed the rental unit for sale was due to the fact that he had been without a doctor for 10-years and was provided with the opportunity to have a doctor near his brother just after the Tenant vacated, and the doctor was more than an hour from the rental unit.
15. With the presumption of bad faith present, I now turn my mind to what gave rise to the Landlord's decision to sell the property and if the Landlord's change in circumstance is sufficient to rebut that presumption. The Tenant vacated the rental unit on July 31, 2025 and the home was listed for sale and sold by October 6, 2025. In this case, the Landlord submits that his decision to sell the property was due to his need for a doctor, I find that there is insufficient evidence before me to support the Landlord's testimony, such as a letter from the doctor's office accepting him as a patient prior to the house being listed for sale. Further, I was provided no supporting evidence regarding when the Landlord began to use the basement, which was the basis the Tenant was required to move from the rental unit. Therefore, I find that the Landlord has failed to rebut the presumption of bad faith.

Remedies

16. It was undisputed that the Tenant vacated the rental unit on July 31, 2025 and rented a room for \$900/month in a friend's home until she located a new rental unit for \$1,250.00/month in November 2025.
17. The Tenant sought several remedies including a rent abatement in the amount of \$10,800.00, moving and storage fees in the amount of \$1,600.00, a fine to the Board and general compensation in the amount of \$10,000.00 for pain and suffering, duress and stress.

Abatement

18. The Tenant sought a rent abatement in the amount of \$10,800.00. I find that there was insufficient evidence adduced at the hearing to award a rent abatement, the Tenant provided little testimony with respect to the period of time from when the N12 notice was served to support any award for a rent abatement and, as a result, I decline to award an abatement.

Moving Expenses

19. The Tenant also sought \$1,600.00 for moving expenses they incurred as a result of the Landlord's breach, however while she stated that she paid \$100.00 for moving, she was also unsure of the actual fees incurred for her to move and did not have any supporting documentation such as receipts. In the circumstances, I am not satisfied that the Tenant has established it is more likely than not that she incurred the moving expenses sought, as a result I decline to award moving expenses.

General Damages

20. I am prepared to award \$10,000.00 in general compensation relating to the impact the Tenant faced as a result of the actions of the Landlord. The Tenant was forced to vacate her rental unit and reside with a friend in a single room until November 2025 when she located a new rental unit, she states this required multiple moves. The Tenant also testified she has a mental health diagnosis and experienced a large amount of stress as a result of the Landlord's service of the N12 notice and her eviction from the rental unit. Considering the significant impact the Landlord's eviction had on the Tenant, I consider an award of \$10,000.00 in general compensation to be reasonable and appropriate.

Administrative Fine

21. The Tenant also requested the Board order the Landlord to pay an administrative fine for breach of the Act. The Board's non-binding Interpretation Guideline 16 provides insight into the Board's use of fines. It states that an administrative fine is a remedy to be used to encourage compliance with the Act and to deter landlords from engaging in similar activity in the future. It further provides that the remedy is not usually imposed "unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance". I have awarded the Tenant a substantial

monetary remedy, and I am satisfied that the amount will act as a sufficient deterrent. The request for an order for an administrative fine is therefore denied

22. The Tenant paid \$53.00 to file her application and is entitled to reimbursement of those fees.

23. This order contains all of the reasons within it and no further reasons will be issued

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$10,053.00. This amount represents:

- \$10,000.00 for general compensation; and,
- \$53.00 for the cost of filing the application.

2. The Landlord shall pay the Tenant the full amount owing by May 31, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by May 31, 2026, the Landlord will owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

May 20, 2026
Date Issued

Angela Smith
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.