



Order under Section 57 Residential Tenancies Act, 2006

Citation: chipman v Gill Kaur, 2026 ONLTB 39469

Date: 2026-05-21

File Number: LTB-T-089338-25

In the matter of: 515146 11TH Line
WOODSTOCK ON N4S7V7

Between: Daniel Chipman Tenant

And

Simarjit Gill Kaur Landlords
Manjit Singh Gill

Daniel Chipman (the 'Tenant') applied for an order determining that Simarjit Gill Kaur and Manjit Singh Gill (the 'Landlords') gave a notice of termination in bad faith.

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

The Tenant, the Landlords' Legal Representative, Silvat Syed and the Landlords 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 building which includes a residential unit and two commercial shops located at 515146 11th Line in Woodstock, Ontario.
3. The Tenant was served with an N12 notice of termination in April of 2024 with a termination date of June 30, 2024. The Tenant was evicted from the rental unit on October 31, 2024 when the Sheriff took possession of the unit. This application alleges that the Landlord served the N12 notice of termination in bad faith.

Evidence of the Tenant, Daniel Chipman (DC)

4. The Tenant testified that he is a mechanic and made a living by repairing cars in one of the shops on the property. He also created promotional items in the other shop and sold them on YouTube.

5. DC testified that in October of 2023, the Landlord attempted to raise the rent from \$5,500.00 to \$6,500.00. The Tenant refused to pay the requested increase as he stated that it was not a legal increase and at that time, he stated that the Landlords stopped maintaining the house.
6. DC stated that because he refused to pay the increased rent, the Landlords retaliated by serving him with the N12 notice of termination
7. The Tenant stated that he was not able to locate other affordable accommodations and he had no choice but to move into his recreational vehicle on November 1, 2024 which he parks in a Walmart parking lot. He stated that he has no running water in his RV and that he has had to store all of his possessions since that date.
8. DC stated that the Landlords only moved into the residential unit several months after he vacated the rental unit and noted that the Landlords advertised the two commercial shops for rent in July of 2025. He then stated that the building was listed for sale on September 19, 2025 which is only 11 months after he was evicted from the rental unit.
9. The Tenant is seeking compensation of \$66,000.00 based on his previous monthly rent of \$5,500.00 although he understands that \$50,000.00 is the maximum that can be awarded. The Tenant stated that this whole ordeal has caused him a huge amount of pain and suffering. The Tenant is also seeking 6 months' free rent at the rental unit so that he will have a warm place to continue his search for another place to live.
10. In cross-examination, the Tenant was asked why he did not provide any pictures or evidence of his current living conditions or receipts for his items that were in storage. The Tenant responded that he did not believe that was necessary.
11. The Tenant was asked why he was requesting the return of the last 12 months of rent when the Tenant owes rental arrears of \$60,000.00 as at October 31, 2024. The Tenant responded that the Landlord failed to maintain the property which is why he withheld rent.

Evidence of the Landlord, Simarjit Gill Kaur (SK)

12. SK testified that she and her husband served the N12 notice so that she and her family could move into the rental unit. They sold their house in Edmonton, Alberta and moved their family to Ontario on July 20, 2024. They resided in a friend's basement until they were able to move into the rental house.
13. The Landlord stated that the Tenant failed to pay any rent from November of 2023 to October of 2024 which caused her financial situation to worsen greatly.
14. SK stated that when the Sheriff attended on October 31, 2024, the house was in an abysmal condition and that it had a terrible, foul odour. She stated that the house was full of jugs of liquids including feces and water, a huge amount of garbage was found in every room, torn and battered furniture was left, rice was poured in the sinks and toilets causing them to be completely clogged and the Tenant had installed temporary walls in order to rent out individual rooms.

15. The Landlord stated that they had to remove all of the garbage and deep clean the entire house. She stated that the temporary walls had to be removed and other renovations were required to make the house safe for habitation. The Landlord stated that she and her family moved into the house during the last week of December of 2024 and have resided there since that time.
16. The Landlord provided a document brief, DOC-779670, that included a copy of the L1 update form dated August 19, 2025 showing rental arrears of \$64,917.00 and she provided pictures of the rental unit taken on November 26, 2024 showing the bins of garbage that had to be removed from the house.
17. SK provided dated pictures of herself with her family in the house during the winter of 2025. She also provided copies of their drivers' licences, utility bills and tax assessments confirming their address at the house.
18. The Landlord testified that from June of 2025 to March of 2026, their financial situation worsened even more. The Landlords' mortgage payments were not being paid due to their financial situation, they were receiving notices of mortgage arrears from the bank, they borrowed money from their families and friends and they thought that they were going to lose their house. SK provided these dated notices and emails from the bank confirming the outstanding mortgage payments during the above time period.
19. SK stated that they listed the house for sale in September of 2025 because of their dire financial circumstances as they thought that the bank might foreclose on their house. She stated that they were finally able to secure a second mortgage and that assisted them with keeping their mortgage current.
20. The Landlord stated that they continue to reside in the house with their extended family and have every intention to remain there.

Analysis

21. 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.
22. The first and second criteria have been met as the Landlord served an N12 notice on the Tenant and the Tenant was evicted from the rental unit as a result of the N12 notice of termination.
23. Based on the evidence that I have heard from the parties, I am satisfied that the Landlords are residing in the rental unit. I am also satisfied that the condition of the rental unit on

October 31, 2024 was inhabitable and that the Landlords had no choice but to remove all of the garbage and hazardous materials, deep clean the house and renovate the unit back into a single family dwelling. The Landlords commenced residing in the rental unit during the last week of December of 2024 and continue to reside in the home. 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.

23. The presumption of bad faith set out in section 57(5) states: “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:

1. advertises the rental unit for rent;
2. enters into a tenancy agreement in respect of the rental unit with someone other than the former tenant;
3. advertises the rental unit, or the building that contains the rental unit, for sale;
4. demolishes the rental unit or the building containing the rental unit; or
5. takes any step to convert the rental unit, or the building containing the rental unit, to use for a purpose other than residential premises.

24. Based on the evidence from the Landlord, the Landlords’ worsening financial circumstances from June of 2025 to September of 2025 were the reason that they put the house up for sale. The Landlords’ mortgage statements and correspondence with the bank corroborated their financial distress and listing the house for sale was a reasonable option at that point in time. I am satisfied on a balance of probabilities that the Landlords have rebutted this presumption under 57(5) of the Act.

25. 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 21, 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.