



Order under Section 57 Residential Tenancies Act, 2006

Citation: Beecroft v Moonson - Kaylaser, 2026 ONLTB 19494

Date: 2026-05-19

File Number: LTB-T-059793-25

In the matter of: 27 ORCHARD place
Chatham ON N7M1A7

Between: Samantha Beecroft Tenants
Tyler Kirk

And

Renuka Moonson - Kaylaser Landlord

Samantha Beecroft and Tyler Kirk (the 'Tenants') applied for an order determining that Renuka Moonson - Kaylaser (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 2, 2026.

The Landlord, the Landlord's representative Amanda Richards, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants 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 Tenants 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. The Tenants did not prove that they vacated the rental unit as a result of the N12 notice of termination as required in subsection 57(1)(a).

4. There is no dispute that during the course of the tenancy the Landlord gave the Tenants an N12 notice of termination under section 48 of the Act. This application relates to an N12 Notice of Termination dated June 20, 2024, with a termination date of August 31, 2024. The Landlord gave the Tenants the N12 under section 48 of the Act indicating that the Landlord, Landlord's spouse and the Landlord's child intends to move into the rental unit and occupy it for at least one year.
5. In order for relief to be granted under subsection 57(1)(a) of the Act, all four clauses must be met. If one of the clauses are not proven, the application must be dismissed.
6. It is contested whether the Tenants vacated the rental unit as a result of the N12 notice of termination.

Whether the Tenants vacated the rental unit as a result of the N12 notice of termination?

7. The Tenants assert that they vacated as a result of receiving an N12 regardless of a Settlement Agreement entered into by the parties.
8. The Landlord asserts that based on the Settlement Agreement, the Tenants did not have to vacate and the N12 was nullified and application related to the N12 would be cancelled.
9. On a balance of probabilities, I find the Tenants did not vacate the rental unit as a result of receiving an N12 Notice of Termination from the Landlord. The Settlement Agreement, entered into by the parties, effectively nullified the notice and provided the Tenants with the choice of if and when to vacate.
10. The parties entered into a Settlement Agreement dated August 28, 2024. The Tenants' evidence was that tenant duty counsel, on behalf of the Tenants, drafted the agreement, and this agreement was delivered to the Landlord. A clause in the agreement indicates "This agreement is viewed by a lawyer and signed and dated by all parties below." The agreement was signed by both Tenants and the Landlord.
11. A term of the Settlement Agreement noted that the Landlord's application to terminate the tenancy based on the N12 was cancelled, thereby allowing the Tenants to remain in possession of the rental unit until such time as they chose to vacate.
12. In the agreement, the Landlord agrees to cancel their application related to the N12, and that the Landlord agrees to write a reference letter of good standing at "*anytime that the Tenants' may need to move.*" (emphasis added) This is indicative that the Tenants were in control of if, and when they would vacate the rental unit. There was no termination of the tenancy agreed to. Moreover, in a post authored by the Tenants, the Tenant Samantha Beecroft, indicates, in discussing the terms of the Settlement Agreement, that the Landlord "discussed withdrawing her N12 for October and visiting it again after the new year."
13. I find that, on a balance of probabilities, the Settlement Agreement effectively negated the N12 as the Settlement Agreement term required the Landlord to cancel their L2 application. The Landlord effectively agreed not to seek termination of the tenancy based on the N12. Moreover, the Tenants were not obligated to vacate the rental unit as a result of receiving an N12.

14. Moreover, further in support that the Tenants did not vacate as a result of receiving the N12 notice is that the Tenants did not vacate the rental unit on August 31, 2024, as per the termination date noted on the N12. Instead, as the Tenants were in control of if they wanted to move and when they may choose to move, the Tenants delivered to the Landlord an Agreement to End the Tenancy, N11, with a termination date of September 30, 2024. This is the date the Tenants decided to vacate the rental unit, and the parties came to an agreement to terminate the tenancy on September 30, 2024. The Tenants contacted the Landlord seeking to terminate the tenancy on September 30, 2024, and the Landlord agreed to the proposed date.
15. The Tenants ultimately vacated the rental unit on a date chosen by the Tenants, being September 30, 2024. The evidence established that the Tenants new lease at another property was commencing on October 1, 2024.
16. Furthermore, the N11 had a Schedule A attached. The Scheduled A to the N11 was drafted by the Tenants or their legal representative and delivered to the Landlord. Schedule A further indicates that all matters are resolved in relation to the tenancy at the rental unit address with three conditions. There are no submissions that the three conditions were not complied with.
17. On a balance of probabilities, I find the Tenants did not vacate the rental unit as a result of the N12 notice of termination.
18. As this clause has not been met, the remainder of the clauses do not need to be addressed.

It is ordered that:

The Tenants' application is dismissed.

May 19, 2026
Date Issued

Jeanie Theoharis
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.