



Order under Section 57 Residential Tenancies Act, 2006

Citation: Brooks v GORHAM, 2026 ONLTB 40130

Date: 2026-05-22

File Number: LTB-T-043389-25

In the matter of: 8070 HIGHWAY 17 WEST
Worthington ON P0M3H0

Between: Zoe Christine Brooks Tenant

And

Vernell Gorham Landlord
Julie Sauve

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Zoe Christine Brooks (the 'Tenant') applied for an order determining that Vernell Gorham and Julie Sauve (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 3, 2026.

The first named Landlord Vernell Gorham (VG), the Tenant's witness Sherri Raguth (SR), 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 must pay the Tenant \$10,048.00 for remedies as outlined below.

Background

2. The Landlord filed an L2 application with the LTB on the basis of an N12 notice for Landlord's own use. The parties entered into an order on consent as issued in LTB-L-044147-23 on April 18, 2024 terminating the tenancy on August 31, 2024.

3. There was no explicit language in the consent agreement which would suggest the Tenant is barred from filing the T5 application alleging that the Landlord gave a notice of termination in bad faith.
4. The Tenant testified that she was told that the first named Landlord (VG) would be moving into the rental property as they were divorcing. That she resided at the property for 27 years and sold the 500-acre farm property to the Landlords with the intent to reside there indefinitely, that this written agreement was in place for at least 20 years. That after her husband's passing, (VG) was intent to evict her.
5. That he made her aware as early as June 11, 2022 by way of text that he would be moving in the following year – 2023 as contained in DOC- DOC-7444877.
6. The lawful rent was \$1,000.00, the detached home is located on a farm property and has 5 bedrooms. The Tenant submitted that she rented out rooms to various occupants to supplement her income after her husband's passing.
7. She filed the T5 application alleging that the Landlord gave a notice of termination in bad faith as after she vacated, (VG) never moved in, that the property continues to be uninhabited since she moved out.
8. The Landlord said he was not able to move in given the condition of the home, as by the time the Tenant moved out, he was not able to make school arrangements for his children and the renovations to make the property habitable were extensive.
9. Specifically, that he hired an electrician and incurred over \$12,000.00 in permits and electrical work to bring the property to standard. And that there were structural issues which were identified as arising from a possible prior fire in the home.
10. That the renovation work was commenced in summer of 2024 however given how extensive the renovations are, they were not in a position to continue with the full scope of work due to affordability and therefore no one moved into the rental property.
11. That walls and flooring were removed and, in his opinion, this makes the home now uninhabitable.
12. The Tenant disputed the assertion that the home required substantial renovations and submitted that there was no fire during the time that they resided there and that the home was in good condition.
13. The parties disagreed about the presence of possible fire damage in the home, there was no supporting evidence to confirm either parties assertions.
14. The Tenant's witness (SR) testified that she was residing at the rental property with the Tenant for a period of time since March 1, 2024. That the home is an old farmhouse which had adequate electricity and internet access as she worked from the home.

15. (SR) testified the home was completely livable, and that the only reason (VG) said the home is unlivable is because of the renovations undertaken by the Landlords that have been started and left unfinished.

Analysis

16. 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.

17. 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.

18. 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.

19. Here, it was uncontested by the Landlord that:

- the Landlord did not move into the rental unit;
- they did not notify the Tenant of their material changes in circumstances, and
- they did not permit the Tenant to move back into the rental unit.

20. There was no evidence provided to support that the property required substantial renovations which precluded the Landlord (VG) from moving into the property.

21. The Tenant moved from a detached house into a shared 1 bedroom basement apartment, sharing living and bathroom space. She had to dispose of most of her property and heirlooms as she was moving into a much smaller space. She submits to having experienced depression going through the experience of the move and once finding out the property was not occupied. That the experience has changed her life completely.

22. Did the Landlord issue a Notice of Termination in bad faith? Based on the lack of evidence to support the Landlord's submissions that the property is uninhabitable, I find that this is the case. There was no evidence to demonstrate the state of the property at the time the

Landlord intended to take possession to draw an inference of change in circumstances. The Landlord has not provided credible/substantiated evidence such as permits, reports or any expert evidence in connection to the property that would lead me to believe that, on a balance of probabilities that at the time the Notice was issued the Landlord genuinely intended to and still intends to move into the property. In the meantime, the evidence indicates that the Landlords continue to reside in their matrimonial home and there were no further submissions about their intent to occupy the property. And the renovations as testified to are in part issues being addressed to satisfy the Landlords' preferences such as the removal of the carpets.

23. Therefore, the Tenant proved all of the requirements in subsection 57(1)(a).

Remedies

Abatement of rent

24. The tenant claims \$3,000.00 in abatement of rent, this representing the 6 month period leading up to her vacating the rental property at 50% abatement of \$1,000.00 rent. She testified about the stress of disposing of her personal belongings, holding a garage sale and other such activities. Most importantly she testified to the perceived stress of having been served with a notice to vacate when she was of the impression that contractually she was able to reside at the property indefinitely. Given the facts I find that a rent abatement of \$3,000.00 is appropriate in the circumstances.

Rent differential

25. The Tenant submitted that when she moved into the 1 bedroom shared basement apartment she paid \$800.00, as the prior home was shared with others and she was able to derive supplementary income from her rental activities she submits that since vacating she is in a worse financial position. It is not disputed that the properties are not comparable whatsoever, however, nonetheless the Tenant did not incur additional living costs once having vacated the rental property, therefore the claim for a rent differential of \$6,000.00 can not be considered.

Out-of-pocket - moving costs

26. The Tenant submitted that she incurred Uhaul truck rental, car, and meal expenses for individuals assisting her move. The move being 175 km's to her new rental unit destination and required multiple trips. There were no receipts provided as the Tenant said it took her almost one year to realize that the Landlord did not move into the property, these are not documents that she kept. Given the outlined, without receipts, I find that the Landlord must pay the Tenant \$1,000.00 for the reasonable out-of-pocket moving, storage and other like expenses that the Tenant has incurred as a result of having to move out of the rental unit.

General Compensation

27. The Tenant submitted that she was in tears since the last hearing and everyday since, that the actions of the Landlords have destroyed her life. The farm property being a home of theirs for over 27 years and that her husband's ashes are scattered on the property. Based on the totality of the evidence as before me, noting the tremendous impact the move has had on the Tenant I find that the Landlord must pay the Tenant \$6,000.00 for general compensation.
28. The Landlord shall also pay the Tenant's Board filing costs.
29. The Landlord shall not be ordered to pay an administrative fine to the Board. I am satisfied that the totality of the claims Landlord must pay to the Tenant will promote the Landlord's future compliance with the Act.
30. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$10,048.00. This amount represents:
 - \$3,000.00 for a rent abatement.
 - \$1,000.00 for the reasonable moving, storage and other like expenses that the Tenant has incurred as a result of having to move out of the rental unit.
 - \$6,000.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 2, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 2, 2026, the Landlord will owe interest. This will be simple interest calculated from June 3, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 22, 2026
Date Issued

Alicia Johnson
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.