



Order under Section 57 Residential Tenancies Act, 2006

Citation: Harding v Devenport, 2026 ONLTB 40775

Date: 2026-05-26

File Number: LTB-T-101753-24

In the matter of: Unit 3, 76 Brae Street
Almonte, ON K0A1A0

Between: Jessica Harding Tenant

And

Rachel Devenport Landlord

And

Kelsey Cooney Purchaser

Jessica Harding (the 'Tenant') applied for an order determining that Rachel Devenport (the 'Vendor Landlord' or 'VL') and Kelsey Cooney (the 'Purchaser Landlord' or 'PL'), gave a notice of termination in bad faith.

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

The Vendor Landlord, the Purchaser Landlord, the Landlord's witness Matthew Tanzola ('MT'), and the Landlords' Legal Representative Zeeshawn Rahman 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.

Tenant's Evidence

2. The Tenant testified that she had moved into the rental unit in 2018. The unit in question is a two-bedroom unit located in a house that contained three separate rental units.

3. On February 21, 2024, the Tenant received an N12 Notice of Termination from the VL, outlining that the VL sought to end the tenancy to permit the PL to move into the unit. The notice's termination date was April 30, 2024.
4. The Tenant testified that on April 4, 2026, she had vacated the unit and had signed a new lease for a new unit, wherein the rent for that unit was \$2,300.00. The rent for the unit in question was \$1,089.00. The Tenant testified that her new unit is a three-bedroom house as the housing supply in her small community was limited. She testified that she required a co-signer to secure this new unit.
5. The Tenant testified that once she vacated the unit, she had observed that renovations had taken place to the kitchen and bathroom. This was determined by the Tenant's mother-in-law having purchased a pantry from the Landlord in May of 2024.
6. The Tenant testified that from May 2024 to September 2024 she had observed work at the unit on various occasions, as her new unit was just down the street. She testified that she observed a new sliding door had been installed in the backyard. She testified that it appeared as though the PL had been digging up the backyard and that it seemed like no one was living there.
7. The Tenant then testified that from September 2024 to January 2025, she was not sure what was happening in the unit, but she was aware that no one had been living in the unit and that it had taken the Purchaser Landlords 17 months to move into the unit. The Tenant testified that from January 2025 to June 2025 the unit was still empty, and no renovations were taking place.

Vendor Landlord's Evidence

8. The VL testified that she had purchased the residential complex in 2021 and had sold it in 2024. Each unit was occupied when she purchased it.
9. The VL testified that the Tenant had made her aware of various maintenance issues with the property, including the replacement of the unit's fridge, the unit's stove, the bathroom fan, and a broken window. The VL also testified that the municipality had also replaced the watermain. The VL testified that she sold the residential complex as she had found a four-plex which she felt was a better investment. VL testified that in December of 2023, one of the units was vacant and she felt that it was a good time to sell.
10. Entered into evidence was the Agreement of Purchase and Sale between the Vendor Landlord and the Purchaser Landlord dated February 7, 2024, with a closing date of March 15, 2024.
11. When asked about whether the VL knew the intentions of the Purchaser Landlord when they purchased the unit, the VL responded that she knew the Purchasers and knew that they had purchased the residential complex to be used as their first home.

Purchaser Landlords' Evidence

12. MT testified that he is one of the Purchaser Landlords and that he is currently living in the unit. MT testified that the PLs' intentions were always to purchase the residential complex

for the purposes of starting a family. MT testified that he was aware of the fact that the residential complex had multiple units, as it had been the only affordable way to get their foot in the door to own their own property but had been living in the unit the entire time since they had purchased the unit. The PLs had been living in their parent's home while saving up for a downpayment for a mortgage prior to moving in the residential complex.

13. The Purchaser Landlords were married in October of 2024, they welcomed their first child on August 31, 2025. MT testified that he works in residential and commercial construction.
14. MT testified that the residential complex's proximity to his in-laws for childcare purposes, the size of the backyard for their dog and the price of the residential complex were their main reasons for choosing this unit.
15. MT further testified that the PLs were permitted to inspect the unit prior to making their offer, specifically inspecting the Tenant's unit in question and had noticed maintenance issues. Generally, the unit's amenities were dated with windows that likely dated back to the 90's, a broken shower, mould in the attic, mildew, and cracked tiles.
16. Entered into evidence were photos of the unit dated April 6, 2024. Pictures of the kitchen, bathroom, hallway, and the laundry room. MT testified that when he observed the condition of the unit, he knew that he needed to inspect the unit a little more in-depth to determine what the extent of the work required might be.
17. MT testified that he started conducting the renovations on that day. MT testified that in order to save money, he conducted the work himself doing the work on Saturdays, Sundays and evenings while also working his own job.
18. On April 28, 2024, the unit's living room and kitchen floor tiles had been removed. As well, pieces of drywall were replaced as the unit had been a wheel-chair friendly unit prior which the paneling installed for same had left dried glue on the unit's wall.
19. By June 5, 2024, MT had completed sanding the entire floor and required a mask and an exhaust fan. MT testified that the floor had been completed by June 23, 2024, as the vinyl flooring that was ordered had come from London.
20. On June 6, 2024, MT testified that he had removed the subfloor in the unit's bathroom after the shower had been removed after it was determined that the part of the subfloor was rotten and needed to be replaced. MT testified that it had taken him a couple of weeks to complete the sistering of the floor joists
21. MT testified that some of the renovations were delayed as the unit's stairs needed to be repaired, which was completed as of June 22, 2024.
22. On June 8, 2024, MT had been removing the kitchen cabinets when he had found mould on the subfloor. The mould was removed by July 1, 2024. On August 9, 2024, MT had completed the installation of the drywall. On September 15, 2024, the installation of the drywall had been delayed by the fact that the PLs needed to turn off the unit's HVAC to complete the work, which was very hot at the time.

23. MT testified that he had began ordering new appliances and cabinets for the unit but had also been constructing his wedding venue at the same time. By January of 2025, MT had gutted the washroom and replaced the toilet and the shower.
24. On February 26, 2025, the PLs had learned that the main water line which serviced all three units had been leaking worse than they had noticed. As this issue was discovered in February, the work could not be completed until June of 2025 once the ground had thawed. MT could not complete that work himself, as it required excavation.
25. By summer 2025, the PLs had ordered various appliances, which invoices were provided. The Purchaser Landlords moved into the unit in September of 2025.

Analysis

26. 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 Tenants an N12 notice of termination under section 48 of the Act;
 - The Tenants 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 Tenants vacated; and
 - The Landlord served the N12 notice of termination in bad faith.
27. There is not dispute that the Tenant was served the N12 Notice of Termination on February 21, 2024, stating that the Purchaser Landlords intended to move into the unit. It was also not disputed that the Tenant vacated the rental unit as a result of the N12 notice.

Did the Purchaser Landlord Occupy the Rental Unit in a Reasonable Amount of Time?

28. The Tenant in her submissions stated that she "is not seeking a finding of bad faith so much as I believe the delays were unreasonable". The Tenant reiterated that the delay of 17-18 months was unreasonable.
29. The Landlords' Legal Representative submitted that the PLs were in the unit on April 6, 2024, and that MT's evidence with respect to the maintenance issues that were discovered and addressed was thorough and consistent and that there never a time where the PL was acting in a deceitful manner.
30. From April 6, 2024, on, the PLs had inspected the unit and conducted renovations as required, starting with the floor and drywall and moving into other issues that would have been discovered as the work continued, including the leaking watermain. The PLs were at all times, conducting the work themselves while simultaneously constructing a wedding venue.
31. On a balance of probabilities, I am not satisfied that the Tenant has proven that the Purchaser Landlords did not move into the unit within a reasonable amount of time. At no time during the hearing did the Tenant challenge the work that was being done by MT.

32. MT testified in a forthright and straightforward manner. He first knew that the unit would need work when he attended a showing of the unit in February of 2024. On April 6, 2024, as soon as the unit had been vacated, MT started work on the floor. While the work may have been delayed as the Tenant was conducting the work himself, I do not find it unreasonable to do so, considering the evidence of the Purchaser Landlords was that they had just moved out of their parents' home, had planned on starting a family and were looking to save money by doing the renovations on their own time.
33. The renovations were only paused for the Purchaser Landlords' wedding, and the weather when the work required excavation. By the time the wedding had come along, MT had already put in nearly 6 months of work on his own time. Once work started again in January, he had discovered the watermain leak which could not be addressed until warmer weather had come. By September of 2025, the Purchaser Landlords started residing in the unit full-time with their child.
34. That said, I am satisfied that the Purchaser Landlords had every intention to move into the rental unit and that MT had been working steadily to renovate the home to facilitate this however, explainable delays occurred which in my view, were not unreasonable in the circumstances. Therefore, the application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

May 26, 2026
Date Issued

Jagger Benham
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.