



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

File Number: LTB-T-002388-26

In the matter of: 1, 67 JAMES ST West
Brockville ON K6V3Z9

Between: Cheryl Lee Robert Tenant
STEPHEN BAYNHAM

And

Operation Harvest Sharing Landlord

Cheryl Lee Robert and STEPHEN BAYNHAM (the 'Tenant') applied for an order determining that Operation Harvest Sharing (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 21, 2026.

The Landlord's Agent Tony Barnes and the Landlord's Legal Representative Ana Harbuz and the Tenant Cheryl Lee Robert 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. Subsection 57(1)(c) 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 N13 notice of termination under section 50 of the Act;
 - The Tenant vacated the rental unit as a result of the N13 notice of termination;
 - The Landlord did not convert the rental unit within a reasonable time after the Tenant vacated; and
 - The Landlord served the N13 notice of termination in bad faith.
3. The Tenant did not prove the all of the requirement in subsection 57(1)(c).
4. The rental unit is a one bedroom apartment located above a foodbank which is also owned by the Landlord.
5. The Tenant testified that she moved into the rental unit on June 1, 2028 and vacated on February 3, 2025 because she was served an N13 Notice of Termination. She testified that

she was served a total of 3 N13's starting from 2023. She testified that she only moved out because of the N13 Notice of Termination and would otherwise have remained in the rental unit which was affordable.

6. The Tenant confirmed that after she received the N13 Notice of Termination she retained a representative a negotiated to terminate the tenancy by signing an N11 in exchange for compensation.
7. The N13 is dated December 12, 2024, and contains a termination date of April 30, 2025. It indicates that the Landlord intends to convert the rental unit to non-residential use and explains that the rental unit will be renovated to convert it into a functional office and meeting space for the food bank.
8. The Tenant testified that after she vacated the Landlord began to use the rental unit as storage for the foodbank. She also testified that she spoke to a city official who confirmed that no permits were issued for renovation work on the rental unit. The Tenant did not know when the rental unit began to be used as storage and only knew that files were stored there.
9. She testified that the apartment across the hall was empty for a year after the Tenants there were evicted and is also being used for storage.
10. The Landlord's Agent Tony Barnes testified that the N11 the Tenant signed indicated that the Tenant would vacate prior to the termination date on the N13, and testified that she was incentivised to move out by the compensation paid.
11. He also testified that the Landlord intend to renovate the rental unit after the Tenant vacated, as the foodbank requires more space due to a large influence in customers.
12. However, he testified that the renovations have not been performed. He testified that as soon as the Tenant vacated, the Landlord filed a Trillium grant to seek funds for capital renovations, however this granted was denied. The Anet relied on the grant Application in support of this testimony.
13. He testified that the foodbank plans to undertake a massive study on the food industry to determine which direction the foodbank should take, as the number of visitors is increasing rapidly and the foodbank exists on a footprint of only 3500 square feet. The outcome of the study will determine what steps shall be taken with respect to the rental unit, and the location as a whole.
14. However, he testified that the space has still be put to use as storage for overflow inventory, including food for the foodbank, a filing system, and desks which were moved into the rental unit. He testified that this occurred immediately after the Tenant vacated.

Analysis

15. While the Landlord alleges that the Tenant did not vacate as a result of the N13, but rather as the result of a negotiated cash for keys deal, during which she was represented, I note that this does not necessarily disentitle her to bring and T5 Application. However, in this

case even if the Tenant did vacate as a result of the N13, they have not proven the other required elements of Section 57(1)c and so the Application must be dismissed.

16. The N13 served on the Tenant indicates that the rental unit shall be converted to non-residential use, and I accept that this is what occurred shortly after the Tenant vacated, with the rental unit being used for storage, overflow, and filling systems for the foodbank below. The rental unit is therefore now being used for commercial and not residential purposes. While the Landlord did not obtain a permit for this conversion, I accept that no permit is necessary as indicated on the N13 Notice of Termination. Therefore, I accept that the rental unit was converted to non-residential use as it became part of the foodbank operations.
17. Additionally, while the Tenant alleges that the N13 claimed renovations would occur and the rental unit would be used as a functional office and meeting space for the food bank. I accept that the Landlord applied for a Trillium grant for funds to perform this renovation and was denied. The Landlord has provided clear documentation to support this assertion, and I found the agents testimony to be candid and concise. I also accept that the foodbank is now seeing increased utilisation, which makes the future of the space uncertain and the directors wish to obtain clarity before moving forward with any renovations.
18. I accept that the grant application indicates that the Landlord genuinely intend to convert the rental unit to a functional office and meeting space for the food bank and was frustrated by a lack of funds, and increased demand, and note once again that the rental unit was converted to non-residential use. Therefore, I am not satisfied that the Tenant has demonstrated that the rental unit was not converted, or that the N13 was served in bad faith.
19. Therefore, the Tenant's Application shall be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

May 28, 2026
Date Issued

Reid Jackson
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.