



Order under Section 57 Residential Tenancies Act, 2006

Desjardins v Jackson, 2026 ONLTB 41617

Date: 2026-05-29

File Number: LTB-T-082280-25

In the matter of: 27 BROCK ST
PENETANGUISHENE ON L9M1R9

Between: Jeannine Desjardins Tenant

And

Cameron Jackson Landlord

Jeannine Desjardins (the 'Tenant') applied for an order determining that Cameron Jackson (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on May 12, 2026.

The Landlord 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.
2. 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.
3. It was uncontested that the Landlords served the Tenant with a notice of termination under section 48 of the Act and that the Tenant moved out because she received this notice.
4. The central factual dispute between the parties is the allegation that the Landlord did not move into the rental unit within a reasonable period after the Tenant vacated.

5. It is uncontested that the Landlord has not moved into the rental unit as of the date of the hearing, 20 months after the Tenant vacated.

Tenant evidence

6. The Tenant testified that she moved out of the unit on September 30, 2024 and that she moved only 3 blocks away, so her and the neighbors have seen the unit vacant and renovations being done.
7. The Tenant testified that as a result of having to move her rent has increased from \$1,400.00 to \$2,500.00 per month plus utilities. She is also seeking \$6,000.00 in general compensation.
8. The Tenant testified that the rental unit was in good condition when she moved out.

Landlord's Evidence

9. The Landlord testified that this is his first home purchase and he bought the house to live in. He testified that the day he received possession of the house he served the Tenant with an N12 notice of termination, which was dismissed for non-payment of the required compensation, and then he immediately served the Tenant with another N12 notice on February 8, 2024.
10. The Landlord testified that he attended the unit October 1, 2024, the day after the Tenant vacated, to clean the unit in preparation to move in, when he found mold and a hole in the floor under the flooring.
11. The Landlord testified that when he viewed the unit prior to purchasing it, the house was very cluttered, and he had been unable to see the extent of any damages. He further submitted that the Tenant had lived in the unit for over 10 years.
12. The Landlord testified that he wanted to fix the house up before moving in so he applied for permits to do the work and he was then informed that the house was an illegal duplex.
13. The Landlord testified that above applying for the permit for the work he also had to deal with bylaws for the for the approval of the duplex which took until October 2025, at which time it failed the fire inspection and required additional renovations.
14. The Landlord testified that he started the renovations in November 2025, and they are now complete and he is just waiting for the inspection to pass so he can move in.
15. The Landlord testified that it has always been, since the purchase of the home, his intention to move into the home and he will be moving in as soon as he receives approval.

Analysis

16. While there has been a 20-month delay for the Landlord to move in, I find the Landlord's explanation to be reasonable. The Landlord was unaware of the mold and the hole in the floor of the unit, and he was also unaware that the home was not legally zoned as a duplex. The rezoning and then the required renovation to both units is required by the

municipality, were essential and the reason for the delay of him moving into the unit. These were issues out of his control.

17. Furthermore, the Landlord's non-rental of the unit to other tenants and his testimony that he will still be moving into the unit align with his stated intentions and the conclusion that there was no bad faith in his actions.
18. Given the circumstances, I find that the Landlord will be moving into the rental unit within a reasonable amount of time.
19. The Tenant has not proven all of the elements of the test required for her application to be successful. Therefore, her application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

May 29, 2026
Date Issued

Brenda Mercer
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.