



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

File Number: LTB-T-001399-26

In the matter of: 385 Wood Road
Smiths Falls ON K7A5B8

Between: Shawn Weatherall Tenant
Lauren Antoine

And

Danielle Conlin Landlord

Shawn Weatherall and Lauren Antoine (the 'Tenant') applied for an order determining that Danielle Conlin (the 'Landlord') gave a notice of termination in bad faith.

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

The Landlord, and the two named Tenants attended the hearing.

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.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$8,448.00
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. The Tenant proved all of the requirements in subsection 57(1)(a)

4. The parties agreed that the rental unit was listed for sale within one year of the Tenant vacating. However, the Landlord took the position that she did not list the rental unit for sale, and the listing was outside of her control. As the unit was listed for sale the reverse onus in Section 57(5) of the Act applies, and bad faith is presumed.
5. The Landlord testified that she had a restraining order against her former partner, which is why she moved out of the rental unit initially and rented it to the Tenants. She testified that she became aware that the Tenant's mother had also moved into the rental unit which was not part of their agreement, and that during an inspection of the rental unit the Tenant was harassing towards her which caused the breakdown of her relationship leaving her with nowhere to go and was forced to serve an N12 on the Tenants to move back into the rental unit.
6. The Landlord testified that she served the Tenants with an N12 Notice of Termination on November 28, 2024 indicating that she intended to occupy the rental unit. She testified that she was informed by neighbours that the Tenants vacated in January 2025.
7. She testified that after the Tenants vacated, she moved into the rental unit. The Landlord testified that she maintained her current rental at the time that she was moving into the rental unit and still lives in that rental now. Testified that her belongings were still in her other rental unit because she was not sure what she was going to do yet. She testified that she was not sure of she was going to stay and move somewhere else and was trying to figure out what was going to work best for her kids.
8. She testified that she went into the rental unit on February 1, 2025, and performed a property assessment and determined that some things needed to be done before moving her children in. The Landlord testified that her anxiety was not doing well, and she was concerned that her former partner was going to do something. She testified that she did not want to be in the rental unit but had no choice and needed her home back.
9. The Landlord testified that around this time an opportunity arose to move out of province to stay with a friend.
10. She testified that she went to stay with this friend for the summer of 2025, and when she returned at the end of the summer, she became aware that the house had been listed for sale. She testified that this was done behind her back by her sister-in-law Sancra Dinell who was her the executor of a late partners estate, and it was the estate which owned the rental unit. She testified that the Tenants had assisted her sister-in-law with the sale of the house and provided access. She testified that she knew the Tenants had done this because a neighbour observed them with her sister-in-law and other parties involved with the sale of the home.
11. She testified that she could not move back into the house as the locks had been changed, and there was a sale in progress. She testified that she was unable to move back in and instead moved back into her prior rental unit.

The Ownership of the Rental Unit

12. The Landlord testified that her former partner who was the father of her eldest daughter passed away and his estate was divided between herself, her daughter, and another

daughter of his former partner. She testified that her former partners sister (her sister in law) was made the executor of his estate because there was a fear that she (the Landlord) would not be able to survive financially with probate as she was in receipt of diabolist and therefore asked his sister to be executor. She testified that the rental unit was purchased by the estate in 2017, and she moved in in September 2017. She testified that the rental unit was purchased by the estate with the executor on title, but she had a document saying that she owned the unit. No documentation was provided at the hearing by either party to clarify the ownership of the rental unit.

13. The Landlord testified that she has retained a lawyer with whom she is fighting the estate over ownership of the rental unit, which was sold a few months ago.

The Tenant's Evidence

14. The Tenant Shawn Weatherall testified that they moved into the rental unit in September 2023 and vacated on February 1, 2025. They testified that they vacated because they were served an N12 Notice of Termination by the Landlord in November 2024.
15. They testified that to the best of their knowledge the Landlord did not move into the rental unit after they vacated. He testified that he had to drive his kids to school past the rental unit and the driveway was never plowed and never observed anyone move in.
16. The Tenant denied ever having met Sandra Dinell and denied ever having anything to do with the property being listed for sale or providing keys or access to Sandra Dinell.

Analysis

17. At the hearing the Landlord indicated that the title to the rental unit was in the name of Sandra Dinell. However, I am satisfied that the Landlord still constitutes a Landlord under the Act.
18. Subsection 2 (1) of the the "RTA" contains the following definition of "landlord":

"landlord" includes,

- the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit;
- the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a); and
- a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent.

19. I am satisfied that the Landlord both permitted occupancy of the rental unit and collected rent, and she therefore is a Landlord for the purpose of the Act.

20. I did not find that Landlord to be credible, her assertion that the Tenants had somehow assisted with or facilitated the sale of the rental unit behind her back was unsupported by any kind of documentation and did not have the ring of truth to it. I fail to see how or why the Tenant's would have contrived to have the rental unit sold against the wishes of the Landlord. Therefore, I have placed greater weight on the testimony of the Tenant than the Landlord.
21. It was not disputed that the Landlord served an N12 Notice of Termination and the Tenant's vacated as a result. I am also satisfied that the Landlord did not occupy the rental unit after the Tenant's vacated. Even if I were to accept that Landlord's testimony, it was that she maintained her other rental unit, and began the process of the moving in, before relocating to Nova Scotia for the summer. The Landlord's testimony was that she maintained her other unit because she was not sure what she was going to do and not sure if she was going to stay or go somewhere else, this does not support that the Landlord occupied the rental unit or had a genuine intention to occupy the rental unit.
22. With respect to bad faith, as I have noted above, I did not find the Landlord to be credible and have placed little weight on her testimony. Given that the rental unit was listed for sale there is a presumption of bad faith which the Landlord must rebut. As I did not find her to be credible, I am not satisfied that the Landlord has rebutted the presumption of bad faith.
23. Even if the presumption of bad faith was not to apply, and I were to accept the Landlord's testimony at face value I would still find the N12 was served in bad faith. The Landlord's own testimony was that she was unsure if she was going to move into the rental unit or go somewhere else, and the Landlord maintained an alternate residence throughout. Given that the Landlord's own testimony was that she was unsure which respect to her move I am not satisfied that she had a genuine intention to occupy the rental unit, and find that the N12 was served in bad faith.

Remedies

24. I am not satisfied that a fine is appropriate here. While I found the bulk of the Landlord's testimony not to be credible, I am prepared to accept that she was experiencing violence from a partner which contributed to the service of the N12, and I can accept that while the Landlord did not genuinely intend to occupy the rental unit, she acted not out of malice but a desire to secure appropriate accommodation for herself and her children. Therefore, I am not satisfied that a fine is appropriate.
25. The Tenant testified that they were paying \$1500.00 in rent for the rental unit and moved into a new smaller rental unit January 1, 2025, with a monthly rent of \$2,200.00. I am prepared to accept the Tenant's testimony with respect to the rent of the new unit and find that the Tenant has therefore incurred an increased rent for a period of one year. Therefore, I find that the Landlord must pay the Tenant \$8,400.00 for the increased rent that the Tenant has incurred or will incur for a one-year period after the Tenant moved out of the rental unit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$8,448.00. This amount represents:

- \$8,400.00 for increased rent the Tenant has for the one-year period from March 1, 2025 to February 1, 2026.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 9, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by June 9, 2026, the Landlord will owe interest. This will be simple interest calculated from June 10, 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 29, 2026
Date Issued

Reid Jackson
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.