



Order under Section 57 Residential Tenancies Act, 2006

Citation: Hogan (Bearance) v Morris, 2026 ONLTB 36258

Date: 2026-05-28

File Number: LTB-T-090727-25

In the matter of: 438A Dundas Street
Deseronto ON K0K1X0

Between: Vickie Hogan (Bearance) Tenant
Justin Boomhour

And

Brian Morris Landlord

Vickie Hogan (Bearance) and Justin Boomhour (the 'Tenant') applied for an order determining that Brian Morris (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 27, 2026.

The Landlord, and the Landlord's representative, Deanna M. Veinott, and the Landlord's witness, Patricia Hanna, and the Tenants attended the hearing.

Preliminary issue:

1. The Landlord's representative moved that the application lack details with respect to the total amount claimed under remedy three and the basis for the application.
2. The Tenant has indicated the total amount they are seeking under the wrong line on the application.
3. I am also satisfied the Landlord received adequate notice of the Tenants' allegations and would suffer no prejudice if this matter was permitted to proceed the Tenants have provided sufficient details, including specifics, as to their allegation that the Landlord gave them an N12 notice of termination in bad faith. They have also provided an explanation as to the remedies being sought, which are remedies that would be afforded to a tenant under subsection 57(3). I am of the view that the details provided in the application are sufficient to provide the Landlord with adequate notice of the case to be met.
4. As such, The Landlord had adequate notice of these allegations and could have submitted evidence in response to these allegations. Therefore, the application proceeded.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay \$11,96.49 on or before June 8, 2026.
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.
9. The rental unit is upper unit of a single-family home. The Tenant resided in the rental unit until May 31, 2025. At the time the Tenant vacated the rental unit, he was paying \$900.00 in monthly rent.
10. It was undisputed that the Landlord served an N12 Notice on the Tenant which stated that the Landlord in good faith, required vacant possession of the rental unit, for the purpose of residential occupation by his mother for a period of at least one year. The N12 Notice provided a termination date of July 31, 2025.
11. The Tenant testified that on April 15, 2025, the Landlord personally handed him an N12 Notice of Termination and stated that his mother will be residing in the rental unit because she recently broke up with her partner.
12. The Tenant testified that after receiving the N12 Notice they decided not to challenge the Landlord's good faith. He testified that he was able to find a new rental unit suitable for his family and vacated the rental unit on May 31, 2025. This was not challenged by the Landlord.
16. The parties do not dispute that the Landlord gave the Tenant an N12 Notice under s. 48 of the Act and that the Tenant vacated the rental unit as a result of the N12 Notice. The only remaining issues to be determined are whether the Landlord's mother moved into the rental unit within a reasonable time after the Tenant vacated and whether the N12 was given in bad faith.
17. The Tenant testified that the Landlord's mother did not move into the rental unit because the rental unit is empty. They also stated the Landlord's mother still lives in her previous rental unit.
18. The Landlord testified that his mother was initially planning to move into the rental unit and she gave her landlord a notice to terminate her tenancy, and she was looking forward to

moving in. However, closer to the move in date, his mother was getting anxious and decided not to move in.

19. The Landlord's mother Patricia Hanna testified that she had boxes packed and the more and more she packed, she got nervous about the move. She testified that she liked her current rental unit as it was closer to her bank and her neighbours were nice. She also provided that she was medically unfit to move, as she has blood pressure and takes medication for depression and anxiety.
20. Since the Landlord's evidence was that his mother never moved into the rental unit, I find that the mother did not occupy the rental unit within a reasonable time after the Tenant vacated.
21. In all of the circumstances, I also find that the Landlord served the notice of termination in bad faith. The Landlord testified that his mother changed her mind about moving because she wanted to stay in her current unit/ neighbourhood and struggled to accept rental unit. I am not satisfied that this was a material change in circumstances that was not foreseeable before the Tenant vacated. The Landlord and his mother ought to have known of any differences between the two units/ neighbourhoods before the Tenant vacated the rental unit. The fact that the Landlord allowed the Tenant to vacate the rental unit in the face of these foreseeable issues is indicative of bad faith.
22. I therefore find that the Tenant proved all of the requirements in subsection 57(1)(a), namely that the Landlord served the Tenants with an N12 notice, the Tenant vacated the rental unit as a result of the N12 notice, the Landlord's mother did not move into the unit and the Landlord served the N12 notice in bad faith.

Remedies

30. The monthly rent at the end of the tenancy was \$900.00. The Tenant requested a 100% rent abatement equivalent to their new monthly rent, in the amount of \$2,100.00. I find that the Tenant is entitled to an abatement of rent.
31. An abatement of rent is based on the principle that a tenant is paying rent for a bundle of goods and services and if the tenant is not receiving everything being paid for then he or she is entitled to abatement proportional to the difference between what is being paid for and what is being received. There was evidence before me that the Tenant was not able to utilize the rental unit in its entirety after the service of the notice. The Tenant submitted that the process of looking for another rental unit and moving caused them to experience a high level of stress. I find that any tenant who has to move due to a landlord's request would experience stress and their use of the unit would have been diminished when they had to look for a new place to live, instead of enjoying their unit. The rent was \$900.00, and the Tenant received the notice on April 15, 2025. The Tenant moved out May 31, 2025. I find that an abatement of 100% for the for the month of May, to be reasonable in the circumstances as they could not enjoy the rental unit during that period. Therefore, the Landlord shall pay the Tenant \$900.00.

32. The Tenant requested the rent differential they incurred for one year after moving out of the rental unit, based on \$1,200.00 per month for a total of \$14,400.00 for the year. The Tenant moved into a triplex which consisted of three bedrooms, and one-bathroom as of June 1, 2025, paying \$2,100.00 for the monthly rent. The parties agreed that the monthly rent for the rental unit was \$900.00 at the time the Tenant vacated. The rental unit was upper unit of a house which included, 1 bedroom, 1 den and 1 bathroom, it was a bit smaller than the new unit.
33. The Tenant chose to move to another area and moved into a larger home. While the rental units are not comparable, I do find that the Tenant is entitled to a partial rent differential because the Tenant had to move as a result of the N12 notice they received.
34. Considering the fact that the Tenant's new rental unit is bigger and hence, there was some betterment in that regard, I find that awarding a portion of the increased rent in the amount of \$900.00 to be fair in the circumstances. An order will issue requiring the Landlord to pay to the Tenant \$10,800.00 for rent differential for a period of one year.
3. The Tenant incurred reasonable out-of-pocket expenses in the amount of \$207.49. According to the testimony of the Tenant, the Tenant paid for a moving truck in the and gas for the moving truck, costing a total of \$207.49. I am satisfied that the Tenant incurred these moving costs as a result of the Landlord's breach.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$11,960.49. This amount represents:
 - \$900.00 for a rent abatement.
 - \$10,800.00 for increased rent the Tenant will incur for the one-year period from June 1, 2025 to June 1, 2026.
 - \$207.49 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.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 8, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 8, 2026, the Landlord will owe interest. This will be simple interest calculated from June 9, 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 28, 2026
Date Issued

Vinuri Sivalingam
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.