



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-061013-24

In the matter of: 249 TEAL CRES
ORLEANS ON K1E2C3

Between: Matthew Rinfret Tenant

And

Josée Thibodeau Landlord

Matthew Rinfret (the 'Tenant') applied for an order determining that Josée Thibodeau (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- collected or retained money illegally.

This application was heard by videoconference on April 1, 2026.

The Landlord Josée Thibodeau, Landlord's Legal Representative Marie Conolly, the Tenant Matthew Rinfret, and the Tenant's Agent Andrea Rinfret 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. With respect to the Tenant's T1 application, I find that the application does not disclose a valid basis for relief. The Tenant sought compensation on the basis of an alleged N12-related eviction; however, no N12 Notice was ever served. The undisputed evidence was that the Landlord advised the Tenant of an intention to sell the property, and the Tenant chose to vacate the rental unit proactively due to concerns about a potential future purchaser. The Tenant was not required to vacate and did so voluntarily. Accordingly, there is no entitlement to compensation under the Residential Tenancies Act, 2006 (the "Act"), and the T1 application must be dismissed.
3. With respect to the Tenant's T2 application, I find that it is not properly before the Board. The Tenant's allegations primarily relate to an asserted bad faith eviction arising from the Landlord's intention to sell the property and the subsequent re-rental of the unit. Such allegations, if properly advanced, fall within the scope of a T5 application, not a T2 application. There was no request to amend the application prior to or at the hearing.

4. Moreover, I am not satisfied that the Tenant established substantial interference with reasonable enjoyment or any of the other grounds alleged. The Landlord's communication of an intention to sell the property does not, in itself, constitute substantial interference. The Tenant's decision to vacate was based on their own assessment of potential future circumstances, rather than any conduct by the Landlord that required the Tenant to leave.
5. Accordingly, I find that the Tenant has not established any of the grounds claimed in either the T1 or T2 applications on a balance of probabilities.

It is ordered that:

1. The Tenant's application is dismissed.

June 9, 2026

Date Issued

Kyle Anderson

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.