



Order under Section 57 Residential Tenancies Act, 2006

Citation: Miller v Beale, 2026 ONLTB 44473

Date: 2026-06-05

File Number: LTB-T-037409-23

In the matter of: A, 68 WATER ST W
BROCKVILLE ON K6V3L6

Between: Stanley Miller Tenant

And

Peter Beale Landlord

Stanley Miller (the 'Tenant') applied for an order determining that Peter Beale (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on June 2, 2026.

The Landlord's representative James Moak, the Tenant, and the Tenant's representative James Kafieh attended the hearing. Kim Barrington was a witness for the Landlord.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$13,215.38.
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. There is no dispute between the parties that the Landlord served the Tenant with an N13 Notice of Termination (DOC-3228310, page 3). The notice says that the Landlord intends to convert the rental unit to non-residential use, specifically that it will be used as a commercial rental.

4. There is also no dispute that the Tenant vacated the rental unit on May 14, 2022, as a result of the notice.
5. For the following reasons I find both that the Landlord did not convert the rental unit into non-residential use and that the N13 notice was served in bad faith.
6. The Tenant testified that Ms. Barrington used to collect the rent for the Landlord and was friends with the Landlord. Ms. Barrington testified that the N13 notice was served so that she could use the rental unit to run her business 'High End Thrifters'. Ms. Barrington testified that her previous landlady was kicking her out of her shop's previous location, so she knew she had to move the shop.
7. The Tenant testified that after he vacated the rental unit he would go by it. The Tenant testified that at first he saw lots of renovations happening at the rental unit but then he saw that Kim Barrington and her boyfriend were living there. The Tenant testified that he would see both of their vehicles at the rental unit and that their vehicles were there for long periods of time.
8. The Tenant testified that the rental unit never became a store or any other type of commercial unit. The Tenant testified that he never saw any signage that indicated that a store was being operated out of the rental unit. The Tenant provided an image from google maps to show that there is little foot traffic on the street where the rental unit is located and it would not make sense to put a store there (DOC-6256450, page 5).
9. Ms. Barrington testified that the floor was redone, a bookshelf was removed, and a partition was put between the dining room and kitchen. Ms. Barrington testified that the renovations were done on commercial unit by July 2022 and that she moved the items for her store into the rental unit around that same time. Ms. Barrington also testified that she purchased the property in July 2022 from the Landlord.
10. Ms. Barrington testified that she operated a store at the rental unit for a short period of time between July 2022 until November 2022. Ms. Barrington testified that the store did not work out because there was no foot traffic and no parking. Ms. Barrington testified that the pandemic also played a role. Ms. Barrington testified that she did not want to operate her business into the winter because then she would have to heat the front porch.
11. There is no dispute that there were two units at the rental complex and the Tenant rented the downstairs unit. Ms. Barrington testified that she lived in the upstairs unit while her shop was operating and that once she stopped running the business she took over both units as her living space. Ms. Barrington testified that to convert the store back into her living space she just had to take the partition down between the living room and kitchen.
12. Ms. Barrington agreed that she put no signage up at the rental unit to indicate that she was running a store but said that she had no signage at her previous location either. Ms. Barrington testified that she had a foldable chalkboard.
13. Ms. Barrington testified that she did not have a business licence but also that she didn't need one. Ms. Barrington said that her business is a "glorified garage sale". Ms. Barrington testified that she doesn't give receipts to customers.

14. The Tenant pointed to the Landlord's evidence package and suggested that the photographs it includes were potentially misleading (DOC-6256486). The Landlord's evidence package includes photographs of renovations that were done to the rental unit and a photograph of Ms. Barrington's store front. I agree with the Tenant's representative that the inclusion of the storefront photograph in the evidence book with the renovation photos seems to suggest that the storefront is what the rental unit was converted to. However, the Tenant provided photographs from Facebook Marketplace that demonstrate that the photo is of Ms. Barrington's previous store that was in a different location DOC-6256450.
15. Ms. Barrington testified that she has photos showing she was running a shop out of the rental unit. However, I note that no such photo was provided by the Landlord as evidence.
16. I find the following evidence of the Tenant compelling: the testimony that every time he went by the rental unit he saw no indication that a shop was being run there, that he saw Ms. Barrington's and her boyfriends vehicles at the rental unit for long periods of time, that the rental unit is not located in a place that makes sense to operate a shop because of the lack of foot traffic, and that the Landlord included a misleading photograph in their evidence package. I find that the Tenant's evidence proves on a balance of probabilities that the rental unit was never converted into non-residential use and that instead Ms. Barrington simply used it as her home.
17. The testimony of Ms. Barrington further deepened my concern that the rental unit was never used as a shop by Ms. Barrington. I found Ms. Barrington's testimony to be evasive. She did not want to answer a question about who moved into the rental unit with her. I was left with the impression from her testimony that she would rather not have been participating in the hearing.
18. That renovations occurred does not satisfy me that a shop existed. Ms. Barrington said that the only thing that needed to be done to revert the shop into a living space after she closed her business was to remove the partition. As such the majority of the renovations that occurred were clearly not related to the conversion of the rental unit.
19. The Landlord did not provide a single photograph, receipt etc. to support that the rental unit was used as a shop.
20. Ms. Barrington described her business as a glorified yard sale. Yard sales can occur at residential homes and Ms. Barrington's description of her business does not support that the Landlord in good faith needed to evict the Tenant so that this business could operate.
21. Ms. Barrington testified that she lived in the upstairs unit while she claims to have been running a shop and then took over the entire house when her shop closed. This in the context of all the other evidence supports that the intention was always for her to use the rental unit as her personal residence.
22. As I'm not satisfied that the rental unit was ever converted into non-residential use, I find that the Landlord served the notice of termination in bad faith.

Remedies

23. The Tenant's request for the maximum amount of general compensation pursuant to section 57(3)1.1 is granted. The Tenant paid \$800.00 in rent and therefore the maximum compensation is \$9,600.00.
24. The impact on the Tenant from the bad faith eviction was enormous. The Tenant has a disability and relies on the Ontario Disability Support Program ('ODSP') as his source of income. The Tenant testified that he could not afford to move. The Tenant testified that he was homeless after he was evicted, lived in his SUV, and floated around Walmart parking lots etc. The Tenant testified that being homeless cost him more as ODSP reduced his payments and that he had to buy fast food. The Tenant testified that he had to sell his tools at a large loss to get money. The Tenant was homeless between May 14, 2022 to September 1, 2022 when he found a new place to live.
25. While homeless the Tenant put his stuff in storage. The Tenant's request for storage costs between May 11, 2022, to August 31, 2022, in the amount of \$1,458.13 is granted. The Tenant had to incur this costs as a direct result of the bad faith eviction. The Tenant provided a use agreement for the storage, a receipt for the first partial month, and a letter from the Tenant's brother explaining why the storage had to be in his name and outlining the total costs (DOC-3228310 page 38-43 and DOC-3238858 page 2). While the Tenant did not have a receipt for every single month of storage, I found the Tenant to be a credible witness and he did have some supporting documentation that bolstered his testimony.
26. The Tenant's new rental unit is \$200.00 a month more expensive than the rental unit that is the subject of this application. While the only supporting documentation the Tenant had about the increase in rent is a somewhat informal signed note by his new landlord (DOC-3228310), I find the Tenant to be credible and accept that he is paying \$200.00 more monthly. The Tenant only had to incur this expense as a direct result of the bad faith eviction and I find it reasonable to award it.
27. Pursuant to section 57(3)(1.1) of the Act I can only award the increase in rent for one year after the Tenant vacated the rental unit. The Tenant was homeless from May 14, 2022 to September 1, 2022 so I can only award the increase in rent from September 1, 2022 to May 14, 2023 which is 9.5 months. As such \$1,900.00 is the difference in rent that will be awarded.
28. The Tenant paid \$257.25 in gasoline to move his stuff into storage and I find it reasonable to award those expenses. The Tenant had receipts (DOC-3228310, page 46-47). While some of these receipts are close together and are before the Tenant vacated the rental unit, I accept the Tenant's testimony that the gasoline costs are all related to putting his stuff in storage.
29. The request for extra food expenses while the Tenant was homeless is denied. The Tenant does not have receipts and I've already factored in the impacts of being homeless on the general compensation amount awarded.
30. The request for a fine is denied. The evidence before me is that the Landlord sold all his rental properties and therefore I don't have ongoing concerns about his conduct as a

landlord in the future. The remedies already awarded will encourage compliance with the Act and operate as deterrence.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$13,215.38. This amount represents:
 - \$9,600.00 for general compensation
 - \$1,900.00 for increased rent the Tenant has incurred for the one-year period after the tenancy ended.
 - \$1,458.13 for storage costs
 - \$257.25 for moving costs
2. The Landlord shall pay the Tenant the full amount owing by June 16, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 16, 2026, the Landlord will owe interest. This will be simple interest calculated from June 17, 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.

June 5, 2026
Date Issued

Amanda Kovats
Member, Landlord and Tenant Board

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