



Order under Section 57 Residential Tenancies Act, 2006

Citation: Dompierre v Mckinley, 2026 ONLTB 44173

Date: 2026-06-17

File Number: LTB-T-098945-25

In the matter of: 88 BROCKVILLE ST
SMITHS FALLS ON K7A3Y2

Between: Sebastien Dompierre Tenants
Deanna McNeely

And

Murielle McKinley Landlord

Sebastien Dompierre and Deanna McNeely (the 'Tenants') applied for an order determining that Murielle Mckinley (the 'Landlord') gave a notice of termination in bad faith.

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

The Landlord's Legal Representative Ahmad Alzameli attended the hearing along with the Landlords Murielle McKinley and Alison Baroudi. The Tenants both attended the hearing.

Determinations:

Preliminary issues

1. The Tenants raised the issue of disclosure being provided to them by email. The Tenants acknowledged that they had received disclosure emailed from the Landlord's Legal Representative, but they had elected not to open it. The Tenants stated that they had requested all disclosure be sent via registered mail/courier. The Landlord's Legal Representative had filed Certificates of Service in the Tribunals Ontario Portal ('TOP') confirming the disclosure was also sent by mail or Xpresspost. Pursuant to section 191(2) of the *Residential Tenancies Act, 2006* (the 'Act') a notice or document is deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period. The Tenants received email correspondence from the Landlord's Legal Representative but chose not to open it. Given that the Landlord's disclosure was also mailed to the Tenants, I find the Landlord's disclosure requirements have been satisfied.

2. The T5 application listed Murielle McKinley only as the Landlord. The rental unit is jointly owned by Murielle McKinley and her daughter Alison Baroudi. The reason given on the N12 was for Landlord's Own Use by Murielle McKinley only. Both Landlords were present at the hearing, and both were allowed to give evidence as parties to the proceedings.
3. As explained below, the Tenants did not prove all the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
4. Section 57(1)(a) of the Act requires the Tenants to prove each of the following on a balance of probabilities:
 - The Landlord gave the Tenants an N12 notice of termination under section 48 of the Act;
 - The Tenants 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.
5. Prior to the commencement of the hearing, the Landlord's Legal Representative entered a statement agreeing to the first three elements of the test set out in section 57(1)(a) of the Act. There is no dispute that the Landlord served the Tenants with an N12 notice that resulted in the Tenants vacating the rental unit, and the Landlord did not move in.

Tenants' Evidence

6. The Tenants gave evidence that having to vacate their rental unit came at a particularly difficult time for them, when they were dealing with a cancer diagnosis, the death of a family member, a workplace injury, and the loss of the family dog. Understandably, this caused them stress and anxiety.
7. The Tenants live in close proximity to the rental unit and seeing it remain vacant and under renovation since they moved out has been difficult for them.
8. The Tenants are of the opinion that the Landlord wanted them out of the rental unit and used the N12 to achieve this goal.

Landlord's Evidence

9. The Landlord led evidence of extenuating circumstances prohibiting them from moving into the rental unit. Extensive evidence was provided of issues with contractors hired to carry out repairs and renovations, and the Landlord's serious medical issues.

Contractor Issues

10. The Landlord testified to the challenges they faced in securing a dependable contractor to carry out the repairs and renovations required to make the house habitable after the Tenants vacated.
11. The repairs and renovations ended up being more extensive than originally anticipated, including the demolition and rebuilding of a wall between the kitchen and family room.

12. Initially, the repairs and renovations were supposed to be completed by April 2025 by contractor 'Josh' and the Landlord provided receipts for e-transfers totalling \$45,500 that was paid to this contractor.
13. 'Josh' was unable to complete the work and after going back and forth for several months, another contractor 'Adam' was hired to complete the work, at a financial loss to Landlord. As of the hearing date, the work still is not complete.
14. The Landlord tendered evidence of letters written by both contractors, but the contractors were not called as witnesses, so I gave the letters little weight.
15. I did however assign more weight to the Landlord's photographic and viva voce evidence. The Landlord moved their furniture into the rental unit and changed the address on their driver's licence in anticipation of moving into the rental unit. The Landlord relied upon multiple photographs of the rental unit both prior to and during the renovation work. The Landlord also provided screen shots of multiple text conversations with both contractors, along with oral testimony. I am satisfied that the Landlord took reasonable steps to hire a contractor and move the work along and the delay was due to an unforeseen change in circumstances.

Medical Issues

16. The Landlord testified that she first experienced some neurological symptoms in or around the time of June 2024. However, it was not until September 2025 and three subsequent abnormal neurological events that she realized the seriousness of her condition. The Landlord provided medical records in support of this evidence.
17. The Landlord testified that due to the unpredictability of her neurological symptoms, her doctor had advised against living alone due to safety concerns. A doctor's letter was tendered as evidence.
18. In *Elkins v. Van Wissen*, 2023 ONCA 789, the Court of Appeal for Ontario held, in the context of a bad faith application, that the Board should not restrict itself to consideration of whether there was good faith at the time the N12 was served. I am satisfied that the Landlord's medical issues were unanticipated, and the seriousness of these issues was not apparent until after the Tenants had vacated the rental unit. On her doctor's recommendation, the Landlord and her family have decided that she should not live alone.
19. It is important for the Board to consider all relevant evidence in determining whether the notice was served in good faith. I find the evidence from the Landlord was credible and reliable and I accept their testimony that there was a material change in circumstances and that the N12 was served in good faith. On the other hand, the evidence from the Tenants was supposition and opinion, and I find the Tenants did not provide sufficient evidence that the N12 was issued in bad faith. Therefore, the application will be dismissed.

It is ordered that:

1. The application is dismissed.

June 17, 2026

Date Issued

Heather Woodside

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.