



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-093567-25

In the matter of: 6295 ST JOHN ST
NIAGARA FALLS ON L2J1C6

Between: Jennifer Rose Ciszek Tenant

And

Mary Cipparone Landlord
Peter Cipparone

Jennifer Rose Ciszek (the 'Tenant') applied for an order determining that Mary Cipparone and Peter Cipparone (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on June 9, 2026.

The Landlord, Mary Cipparone, the Landlords' legal representatives, Sajeev Gupta and Andriy Lotsman, the Tenant, the Tenant's legal representative, Elizabeth Cote, and the Landlords' witnesses Jesse Cipparone ("Landlord Witness 1") and Ed McDonald (Landlord Witness 2"), attended the hearing. Mary Cipparone will be referred to as the Landlord singular in the order below.

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.

Did the Landlords give N12 for own use in bad faith?

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 facts were essentially undisputed.

4. The rental unit was a family home. It consisted of the main floor, basement, a yard, and a garage. The laundry facilities were located in the basement.
5. The Tenant moved into the rental unit on February 11, 2024, and resided there with her 11-year-old son. The monthly rent was \$2,500.00.
6. In February 2025, the Landlord informed the Tenant that the Landlords' son would like to move into the basement. The Landlords offered to lower the Tenant's rent by \$500.00 to \$2,000.00. The Tenant would retain the use of the main floor, and the Landlords' son would reside in the basement. The Landlord offered to put a lock on the door separating the main floor and the basement. The Tenant, however, would have to share the kitchen on the main floor and the laundry facilities in the basement, with the Landlord's son.
7. Not surprisingly, the Tenant was not willing to share her living arrangements with the Landlords' son. The Tenant stated that she would feel uncomfortable sharing her living space with a strange man. As such, the Tenant refused the Landlords' proposal.
8. As a result, on June 25, 2025, the Landlords served the Tenant a notice of termination N12 for their son's use.
9. The Tenant moved out of the rental unit pursuant to the notice of termination on August 31, 2025. She purchased a new home. Her mortgage is comparable to the rent she had been paying in the rental unit.
10. The Landlords' son (Landlord Witness 1) moved into the rental unit in September 2025, he continues to reside in the basement. In October 2025, Landlord Witness 2, moved into the main floor of the home. He pays \$2,000.00 per month. This is the same amount the Tenant would have paid, had she accepted the Landlords' proposal to share the rental unit with the Landlords' son.
11. According to the Landlord, the Landlords' intention was not to re-rent the rental unit for a higher rent, but to provide living arrangements for their son. The Landlords did not mislead the Tenant about their son's intention to move into the rental unit.
12. The fact that the Landlords' son does not occupy the entire rental unit is not determinative. The determinative fact is that the Landlords' son required the rental unit for the purposes of residential occupation for at least one year. The Landlords' son moved into the rental unit and continues to live there. The rental unit is the entire home. The Landlords' son chose to take in a roommate to share the living arrangements in order to offset his costs. The Act does not prohibit that.
13. There was some inconsistency in the Landlords' evidence about the nature of the costs. However, whether the Landlords' son makes mortgage payments or payments to his sister under an estate planning arrangement is not determinative.
14. The ownership of the house was transferred to the Landlords' son in January 2026.
15. In the end, it was the Landlords' son who was the person identified in the N12 notice of termination, as the person who required the rental unit for purposes of residential occupation for at least one year. The Landlords' son moved into the rental unit and continues to live there.

16. In conclusion, in order for the Tenant to be successful in this application, she would need to prove all four requirements under s 57(1)(a). She did not. Although it was not disputed that the Landlords served the Tenant an N12 notice of termination and the Tenant moved out of the rental unit pursuant to the notice of termination. The evidence before me established that the person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; the Landlords did not mislead the Tenant, and did not serve the N12 notice of termination in bad faith.

17. Based on the evidence before me, the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 18, 2026
Date Issued

Jana Rozehnal
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.