



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kingsbury v Devalderes, 2026 ONLTB 51168

Date: 2026-06-30

File Number: LTB-L-023084-26

In the matter of: 1, 702 FRONT ST
PEMBROKE ON K8A6J5

Between: Robbin Ann Marion Kingsbury Landlord

And

Valerie Devalderes Tenant

Robbin Ann Marion Kingsbury (the 'Landlord') applied for an order to terminate the tenancy and evict Valerie Devalderes (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on June 24, 2026.

The Landlord's Legal Representative, Mohammed Fattouh, the Landlord, the Tenant's Legal Representative, Amy Scholten and the Tenant attended the hearing.

Preliminary Issue:

1. The Tenant's Legal Representative brought up multiple preliminary issues including that only one Landlord was named on the application for the Landlord's own use, another N12 application named a different Landlord for that Landlord's own use of another unit in the same complex, the N12 notice of termination served to the Tenant on February 23, 2026 was not dated or signed by the Landlord, an amended N12 notice of termination was served on March 19, 2026 to the Tenant and the Landlord claimed that they had not given a previous N12 notice prior to this application and one had been given to Unit #2 a week earlier.
2. Ms. Scholten provided a Tenant's Document Brief, DOC#8183671 which included the pertinent documents for the preliminary issues.
3. Firstly, Ms. Scholten submitted that there are apparently two Landlords, Robbin Kingsbury and Jeremy Kingsbury where Robbin is the mother of Jeremy. Jeremy Kingsbury filed an

application LTB-L-019671-26 on March 4, 2026 whereby he was claiming that he requires Unit 2 of 702 Front Street, Pembroke for his own occupation and requesting that the Tenant in Unit 2 be evicted. His name was the only person listed as the Landlord for that application. That application was heard on May 28, 2026 and is awaiting a decision. In this application before me (which was filed on March 13, 2026), Robbin Kingsbury is claiming that she requires Unit 1 of 702 Front Street, Pembroke for her own occupation and requesting that the Tenant in this case be evicted. The only Landlord listed on this application is Robbin Kingsbury.

4. Ms. Scholten submitted that the N12 notice of termination served to the Tenant on February 23, 2026 was not dated or signed by the Landlord. She provided a copy of that N12 notice which was on pages 4 and 5 of her Evidence Brief. There is no date or signature on the notice of termination. On pages 62-64 of her Brief, a copy of the "amended N12 with amended Certificate of Service shows an amended N12 notice of termination dated March 19, 2026 which was signed by the Landlord, Robbin Kingsbury.
5. Finally, Ms. Scholten brought my attention to page 75 of her Brief which showed page 11 of 11 of the amended application whereby Ms. Robbins stated that she "had not given any other N12 or N13 notices in the past two years for this rental unit or any other rental unit."
6. In response. Mr. Fattouh confirmed that both Jeremy Kingsbury and his mother, Robbin Kingsbury are Landlords of this rental complex which includes Unit 1 and Unit 2. Mr. Fattouh initially stated that Mr. Kingsbury is responsible for the rentals in Unit 2 and Ms. Kingsbury is responsible for the rentals in Unit 1. However, Ms. Kingsbury clarified that she and her son manage the properties together and that they are equal owners of the residential complex.
7. Mr. Fattouh stated that he was only retained on both of these files recently and that the Landlords may not have been aware that they were supposed to include both names on the application. Further, he submitted that one Landlord wants to move into one unit for a completely different reason than the other Landlord who wants to move into the other unit for a different reason. Because of the Landlords' different reasoning in the applications, he submitted that the applications were filed properly.
8. Regarding the unsigned and undated N12 notice of termination, Mr. Fattouh stated that this issue was rectified by the Landlord serving an amended N12 notice to the Tenant on March 19, 2026 and uploaded same to the portal.
9. Lastly, Mr. Fattouh stated that Ms. Robbins had no obligation to state that she had served a previous N12 notice of termination as this application refers to Unit 1 and not to Unit 2.

Analysis

10. Section 43(1)(c) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states that the notice shall be signed by the person giving the notice, or the person's agent. Further notices of termination cannot be amended under the Act. The notice of termination is the initial document that starts the whole application and as such, it cannot be changed. This notice, without a signature from the Landlord is a deficient notice and the application must be dismissed.

11. Even though the unsigned N12 notice is sufficient to dismiss the application on its own, I believe that it is important to review the other preliminary issues.
12. As the Landlords' N12 applications deal with determining whether or not the Landlord has a genuine intent to reside in the rental unit for a minimum one year period, these types of applications are decided based on whether or not the Landlords are bringing these applications in good faith. Landlords' credibility and previous conduct are very important in the adjudication of these files. Landlords who bring applications without all Landlords' names set out on the notices and applications are failing to disclose essential and pertinent information that Tenants require and Members require so that they can determine if the Landlords are taking these actions in good faith. In this case with only one Landlord listed, other Tenants are not going to be aware that there is more than one Landlord and that the Landlords are seeking other units from the same or different building. The Landlords are not providing all of the information necessary to assess the application and the Tenants will most certainly be prejudiced by these actions.
13. In this case and in LTB-L-019671-26, both Landlords should have been listed on both of these applications so as to ensure that the Tenants are aware of the full story and to allow the Members to assess the application completely.
14. Regarding the issue whereby Ms. Robbins failed to state that a previous N12 notice of termination had been served to the Tenant in Unit 2, the Landlord should have declared that a previous N12 notice of termination was served to the tenant in Unit 2. Section 71.1(3) of the Act clearly sets out that a Landlord shall indicate whether or not the landlord has within **the last two years given any other notice under section 48, 49 or 50 in respect of the same or a different rental unit and identify certain required information.**
15. Based on these preliminary issues, the Landlord's application must fail.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant shall return the compensation of \$880.42 to the Landlord by July 31, 2026.

June 30, 2026
Date Issued

Carrie Bertrand
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.