



**Order under Section 57
Residential Tenancies Act, 2006**

File Number: LTB-T-052265-25

In the matter of: 1372 HWY 7
OAKWOOD ON K0M 2M0

Between: Elizabeth West
Ronald West Tenants

and

Paul Buckley Landlord

Elizabeth West and Ronald West (the 'Tenants') applied for an order determining that Paul Buckley (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 5, 2026.

The Tenants the Landlord attended the hearing.

Determinations:

1. The Tenants claim the Landlord's N12 notice of termination that said he required the rental unit for use for himself and his family was given in bad faith as evidenced by the fact that he has still not occupied the rental unit.
2. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (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 gave the N12 notice of termination in bad faith.
3. There is no dispute that the Tenants moved out on July 20, 2024 because of the N12 notice and that the Landlord has still not taken up residence in the rental unit. The Tenants state that this delay is unreasonable and demonstrates bad faith. The Landlord testified that he has still not taken up residence at the rental unit with his family because he

is renovating it. He showed me photographs of work in progress and testified that the scope of work, which includes entirely redoing the HVAC system and repairing the foundation, is extensive and costly. So he is doing the work piecemeal as his budget allows and hopes to be finished by summer or autumn of 2026.

4. I agree with the Tenants that the Landlord's optimistic assessment that he will occupy the rental unit 2 years after the Tenants vacated is not reasonable, even accounting for the fact that the Landlord has undertaken major renovations.
5. The Tenants testified that in May 2024, the Landlord asked for a 30% increase in rent, explaining that his costs have increased. This conversation is reflected in a note which the Landlord acknowledged is in his handwriting. The Tenants refused the unlawful rent increase and the N12 Notice followed a week after. They ask me to infer from this evidence, and the Landlord's failure to take up residence within a reasonable amount of time, that he gave the N12 Notice not because he requires the unit for his family but because he wanted to evict the Tenants for not agreeing to pay a higher rent.
6. The Landlord explained that he made the note in question during a conversation with the Tenants where he was explaining that his mortgage and other expenses had increased by 30%. This conversation occurred in the context of attempting to negotiate a mutual agreement to terminate the tenancy, not as a demand for additional rent. The Tenants did not challenge the Landlord's recollection of this conversation. The Tenants also did not question the Landlord's construction plans and submitted it was reasonable, only that the delay is suspicious. I find the Landlord's attempt to negotiate mutually acceptable terms for terminating the tenancy is not inconsistent with a genuine desire to use the unit for residence by his family. I also do not find that the delay in completing the renovations is demonstrative of bad faith because I have no reason to doubt the Landlord's evidence that he will occupy the rental unit with his family once he completes the work.
7. Guided by section 202 of the Act that requires me to ascertain the real substance of all transactions and activities relating to the rental unit and the good faith of the parties, I find The Tenants have presented insufficient proof to prove on a balance of probabilities that the Landlord gave the notice of termination in bad faith

It is ordered that:

1. The application is dismissed.

April 1, 2026
Date Issued

 Nersi Makki
 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.