



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

File Number: LTB-T-084867-25

In the matter of: 24121 Winterline Rd
Pain Court ON N0P1Z0

Between: Kevin Pugh Tenant

And

1001194515 Ontario Inc Landlord

Kevin Pugh (the 'Tenant') applied for an order determining that 1001194515 Ontario Inc (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 25, 2026.

Only the Tenant attended the hearing.

As of 1:15 p.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Preliminary Issue:

1. The Tenant selected both Reason 1 (Landlord's own use) and Reason 2 (Purchaser's own use) for bringing this bad faith application to the LTB. The Landlord could not have terminated on both grounds and both grounds cannot apply to the same N12 notice of termination. As such, this issue needed to be clarified with the Tenant.
2. The Tenant explained that they selected both grounds to proceed with the bad faith application because there was a sale of the property prior to the service of the N12 notice. As a result of this fact, they found selecting the reason on the application to the Board confusing. However, the Tenant confirmed that the N12 was served by the new and current Landlord following the sale of the property. That is, the sale of the property is irrelevant to this application, and the only respondent is the new and current Landlord.
3. Based on the Tenant's uncontested evidence, I am satisfied that the application falls under Reason 1 (Landlord's own use) and the new and current Landlord is the current Landlord who was served with both the application and notice of hearing.

4. Accordingly, the application was amended pursuant to section 201 of the *Residential Tenancies Act, 2006*, S.O. 2006, c.17 (the 'Act') to select the correct ground on which the allegation of bad faith is made – that is, Landlord's own use.

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.
2. Subsection 57(1)(a) of the Act requires the Tenant to prove each of the following on a balance of probabilities:
 - a) The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act;
 - b) The Tenant vacated the rental unit as a result of the N12 notice of termination;
 - c) No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
 - d) The Landlord served the N12 notice of termination in bad faith.
3. The Tenant did not prove all of the requirements of 57(1)(a) of the Act. Specifically, the Tenant failed to establish that he vacated the rental unit as a result of the N12 notice of termination under section 48 of the Act.
4. I make the finding that the Tenant did not vacate as a result of the service of the N12 notice of termination based on the following:
 - a) The Tenant began to search for a new rental unit prior to the service of the N12 by the current Landlord. The Tenant testified he began searching for a new unit because he suspected the new Landlord would serve a N12 notice of termination. These suspicions were the impetus for his search;
 - b) The Tenant signed a new lease on June 20, 2025, well before the service of the N12 notice on July 10, 2025 by the new Landlord;
 - c) I considered the possibility that, despite having secured a new lease, the Tenant only intended to move out if served with an N12 notice. However, at the hearing the Tenant testified that he knew the new Landlord did not want them at the rental unit and that he did not want to live in the unit as a result; and
 - d) Finally, the Tenant testified that the N12 was served on July 10, 2025. Nonetheless, the Tenant moved out on July 14, 2025 – a mere 4 days after the service of the notice. That is, the Tenant did not delay, nor did the Tenant choose to contest the notice in any way.
5. Although the Tenant only vacated after the service of the N12 notice of termination, in combination the factors set out above militate in favor of finding that the Tenant had no intention of residing in the unit, even if no N12 was not served.
6. I find that the evidence establishes that the Tenant's decision to leave the rental unit was made prior to receiving the N12 notice of termination. In the Tenant's own testimony, he claimed this was due to speculation that the Landlord wanted him out.

7. As this is a required element under subsection 57(1)(a) of the Act, the application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 30, 2026
Date Issued

Harpreet Rindi
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.