



Order under Section 57 Residential Tenancies Act, 2006

Citation: Scholte v Scott, 2026 ONLTB 34215

Date: 2026-05-01

File Number: LTB-T-036550-25

In the matter of: 173 BROCK ST S
SARNIA ON N7T2W3

Between: Britney Scholte Tenant

And

Brandon Scott Landlord

Britney Scholte (the 'Tenant') applied for an order determining that Brandon Scott (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on January 28, 2026 and March 9, 2026.

The Tenant's Legal Representative, Melissa Bradley, the Tenant, the Landlord's Legal Representative, Reena Bassar and the Landlord attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$15,012.85 which includes storage expenses of \$1,967.01 a rent differential in the amount of \$3,054.84 and general compensation in the amount of \$10,000.00.
1. The residential unit is a single family dwelling located at 173 Brook Street South, Sarnia, Ontario.
2. The Tenant commenced her tenancy on October 1, 2017 and vacated the rental unit on May 2, 2024. This application alleges that the Landlord served the N12 notice of termination in bad faith.
3. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below.

Evidence of the Tenant, Britney Scholte, BS

4. BS testified that she is on a very low income and has always lived with her four children. After having to vacate the rental unit, she had to purchase a trailer to reside in and it was put on her parents' property. She stated that she was unable to find alternate accommodations that she could afford so her son moved in with his father and her three daughters stayed in a spare room at her parents' place. The Tenant stated that the trailer was very uncomfortable due to the fact that it had no washroom and no air conditioner.
5. The Tenant stated that they resided there until January of 2025 when they moved into a townhouse where there was a terrible fire. She had to move her family once again after the fire destroyed the townhouse.
6. BS stated that the Landlord is actually her cousin but she really only knows him as the property manager for the rental house. She stated that at the N12 hearing, the Landlord made it clear that he would be moving into the rental house immediately with his son.
7. BS stated that she attended at the rental house on June 7, 2024 to see if any of her mail had been left at that address. She provided a video of that visit and it showed that the house had been brought down to the studs, it had a large bin outside with pieces of the cabinetry removed and she noted that the kitchen and living room had been completely removed.
8. The Tenant then attended at the rental house on August 7, 2024 whereby the house was in the same condition as it was in June of 2024 and the Tenant confirmed that no one would be able to reside in a house at that stage of the construction. She further noted that there was a by-law violation notice setting out that the grass had not been cut and that the owner had to take care of the property. The Tenant believed that the Landlord had not moved into the rental house after she vacated the rental unit. She was very frustrated and upset about this as her whole family's life had been turned upside down and their living conditions were terrible.
9. BS stated that she would drive by regularly in the winter and noted that no one was taking care of the snow removal and noted that no vehicles were ever parked at the house. The Tenant stated that she realized that the house was listed for sale on August 25, 2025 and later on October 28, 2025 and provided a copy of the listings.
10. BS stated that her daughters had to change schools from their regular school that they had attended for 8 years previously, she had to impose on her parents, she had been established in Sarnia and after surgery in August of 2024, she ended up with infections due to living in a trailer. She stated that at times she had to be admitted to the hospital to deal with these infections.
11. The Tenant is seeking an LTB fine, storage and moving expenses, a rent differential and \$32,194.76 in compensation. She is also looking for payments for the trailer she purchased and \$8,000.00 in missed income. Had she continued to live in Sarnia, she

could have continued with her Instacart job that earned her about \$1,000.00 per month in extra income. Where she resides now, there are no positions like Instacart or other similar services because it is a very rural area with very few stores and restaurants.

Evidence of the Landlord, Brandon Scott - BRS

12. BRS testified that he had a genuine intention to move into the house when he served the N12 notice. He and his son planned to move into the rental house right away.
13. The Landlord stated that the previous landlord was neglectful and he had done a lot of things to address the issues with the rental unit. He has been acting as the property manager for this house since September of 2023. He removed black mold, refinished the upstairs bathroom and performed other maintenance for the Tenant.
14. The Landlord explained that he purchased the property in July of 2023 for \$90,000.00 from the old landlord and he added a charge of \$195,000 on July 2, 2024. Apparently, Mike Rosehart, his stepbrother, paid off his charge and Brandon now has a private mortgage.
15. He stated that he had not previously noticed the smell of cat urine in the house but once he commenced the renovations, he had to remove everything down to the studs. The Landlord stated that the scope of the project increased with what he was discovering. The Landlord stated that he had to remove the sub floors and found other issues with the house including the upstairs bathroom
16. The Landlord stated that he stayed upstairs some days but that he worked 16 hour days. He also stated that he had to leave for other jobs that were in other areas of Ontario and sometimes he had to work in Florida. He maintained that he sometimes stayed in motels but often he slept on the second floor throughout that year. He was unsure of the date that he commenced staying at the rental house but he thinks it happened in June of 2024.
17. The Landlord did state that he tried to sell the house in May and August of 2025 but that was after the one-year period after the Tenant vacated. He said that he was not able to get a decent offer for the house.
18. The Landlord provided a copy of his 2024 tax return with the rental house's address on it.

Evidence of the Landlord's Witness, Mike Rosehart, MR

19. MR testified that he is the employer of the Landlord and that they are stepbrothers. He stated that he helped him buy the house and assisted with a mortgage of \$195,000.00 and then paid it off for him. The Landlord now has a private mortgage with MR.
20. MR stated that he is a real estate investor and the rental house is a fixer upper. MR believes that the Landlord has been staying on and off at the rental house but that "he technically lived there."

Analysis

21. The Tenant's evidence was straight-forward and she provided specific dates setting out the timeline of events after she was served with the N12 termination notice. She also provided video evidence of the state of the rental house in May of 2024 and August of 2024. The Tenant was very frustrated and upset that she and her family were forced to move out of their home for the Landlord to move into the unit, but she does not believe that the Landlord resided in the rental unit at all.
22. The Landlord's evidence was vague regarding where he lived from May 2024 to May 2025 and he failed to provide a specific timeline of the renovations to be completed at the rental house. He further failed to provide any pictures that would detail that he was in fact residing in the house with his son. He further provided no work schedule that would assist me in determining where he was working during this time period.
23. Further the Landlord had been employed as a Manager of Operations for a number of years and I do not accept that he had not noted the cat urine smell previously when he performed a substantial amount of work for the Tenant. The Landlord, acting as a repair person and renovator, would have been aware of any issues with the house prior to commencing renovations.
24. Mr. Rosehart's evidence was contradictory and he failed to adhere to my instructions at the end of the hearing. After Mr. Rosehart had completed his testimony, he kept writing on the chat function and tried to provide further evidence that the Landlord had been living in the house. I requested that he immediately stop this behaviour and he continued to add to his chat message. Further, Mr. Rosehart is the Landlord's boss and stepbrother. Mr. Rosehart works closely with Mr. Scott and that was obvious when Mr. Rosehart paid off Mr. Scott's mortgage himself and now has a private mortgage with Mr. Scott.
25. Further, both the Landlord and Mr. Rosehart confirmed that the Landlord works 60 hour weeks and works regularly in Florida, Muskoka, London and at Mr. Rosehart's motel.
26. Based on the above, I am not satisfied that the Landlord has been residing in the rental house for the one year period after the Tenant vacated on May 2, 2024.
27. 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.

28. The first, second and third criteria have been met as the Landlord served an N12 notice on the Tenant, the Tenant vacated the rental unit as a result of the N12 notice of termination, and the Landlord was not residing in the rental house.
29. The dispute is whether the Landlord gave the N12 notice of termination in bad faith.
30. For the first test of “bad faith” under subsection 57(5) of the Act it is presumed, unless the contrary is proven on a balance of probabilities, that the Landlord gave a “bad faith” notice, if at any time during the period from the date of the notice to one year after the Tenant vacated the unit, that the Landlord:
1. advertises the rental unit for rent;
 2. enters into a tenancy agreement in respect of the rental unit with someone other than the former tenant;
 3. advertises the rental unit, or the building that contains the rental unit, for sale;
 4. demolishes the rental unit or the building containing the rental unit; or
 5. takes any step to convert the rental unit, or the building containing the rental unit, to use for a purpose other than residential premises.
31. As the Landlord put the property up for sale in August and October of 2025, this section does not apply to the case at hand.
32. However, the Landlord failed to move into the rental unit within a reasonable time and the Landlord set out that it was an emergency for himself and his son to move into the rental property. The Landlord’s actions have shown that the Landlord has not acted in good faith. The Landlord and his son failed to move in and instead the Landlord decided to complete a major renovation which would take significant time.
33. In Elkins v. Van Wissen, 2023 ONCA 789, the Court of Appeal found that in light of the tenant protection focus of the Act, the LTB must consider all the evidence before it that is relevant to the landlord’s bad faith. It found that a decision maker must consider the party’s conduct prior to, at the time of, and subsequent to the giving of the N12. It would be an error of law if I failed to consider the whole situation and assess the evidence at each stage.
34. When I review the Landlord’s conduct prior to issuing the N12, at the time of and subsequent to the giving of the N12, I find the Landlord’s actions directly contradict the reasoning for the N12 and his actions after the fact are contrary to his stated intentions. It appears as though the Landlord is simply wanting to “flip” the house.
35. As such, I find that the Landlord served the N12 notice of termination in bad faith. A landlord’s good faith is required along the whole continuum of the process and as mentioned earlier, I believe the Landlord’s actions were self-serving and contrary to the Act.
36. Having made this finding, I find that the Tenant is successful with their T5 application.

Remedies

45. The next issue before me is the quantum of remedies to award the Tenant. The remedies that the Tenant is requesting in the application include storage fees, a rent differential for a one-year period and general compensation.
46. With respect to the rent differential, the Tenant's monthly rent increased \$1,301.54 to \$2,064.00 for home rented between January 1, 2025 and April 30, 2025, a difference of \$761.46 per month for 4 months. This is calculated as $\$761.46 \times 4 = \$3,045.84$. I am satisfied that this rent differential is reasonable and I will award \$3,045.84. I note that the Tenant resided in a trailer from May to December of 2024 which did not have a rent differential.
47. The Tenant is requesting storage fees of \$1,967.01 and she provided copies of those storage fees from May of 2024 to December of 2024. I accept these charges as reasonable and award same.
48. The Tenant is requesting \$32,194.76 for general compensation for the emotional stress of having to move quickly and finding a new place for her whole family. Further, the Tenant was unable to find something affordable and lived in a trailer on her parents' property while her three daughters resided with her parents and her son moved to his father's place. The Tenant also had serious surgery in the summer and unfortunately suffered multiple infections because of where she was residing. The Tenant and her family wanted to remain in their home where all of the children had space and they could afford the rent.
49. Having considered these circumstances, I find it appropriate to order the Landlord to pay \$10,000.00 to the Tenant in general compensation for the emotional distress for the whole family, the serious disruption and the inconvenience caused by the Landlord serving the N12 in bad faith.
50. The Tenant is also requesting the \$2,000.00 payment for the trailer that she purchased and the \$8,000.00 in missed income due to unavailability of Instacart positions. I am not satisfied that these expenses are appropriate in this type of application and I decline to order same.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$15,012.55. This amount represents:
 - \$1,967.01 for the reasonable moving, storage and other like expenses that the Tenant incurred as a result of having to move out of the rental unit;
 - \$3,045.84 for a rent differential; and
 - \$10,000.00 for general compensation.
2. The Landlord shall pay the Tenant the full amount owing by May 12, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by May 12, 2026, the Landlord will owe interest. This will be simple interest calculated from May 13, 2026 at 4.00% annually on the balance outstanding.

May 1, 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.