



Order under Section 57 Residential Tenancies Act, 2006

Citation: Papineau v Bedard, 2026 ONLTB 34500

Date: 2026-05-06

File Number: LTB-T-069696-25

In the matter of: 335 JAMES ST
HAWKESBURY ON K6A1T1

Between: Debora Papineau Tenant

And

Maxime Bedard Landlord

Debora Papineau (the 'Tenant') applied for an order determining that Maxime Bedard (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 15, 2026.

The Tenant and the Landlord attended the hearing.

Determinations:

1. As explained below, the Tenant proved, on a balance of probabilities, that the Landlord gave a notice of termination under subsection 48(1) of the *Residential Tenancies Act, 2006* (the 'Act') in bad faith.
2. At the hearing, the parties agreed that the Landlord gave the Tenant a Form N12 notice of termination to end the tenancy effective April 30, 2025. The notice of termination states that the Landlord requires the rental unit for his own residential use.
3. The parties also agreed that the Tenant vacated the rental unit on May 24, 2025 because of the notice of termination, and that the Landlord did not move into the rental unit. Based on the Landlord's admission that he rented the rental unit to new tenants from September 2025 to February 2026, I find that the presumption of bad faith under subsection 57(5)(b) of the Act applies.
4. The Landlord testified that he gave the Form N12 notice to the Tenant because he wanted to reside in the rental unit while constructing another property in Hawkesbury, Ontario. The Landlord further testified that he intended to sell his primary residence in Ottawa as part of his plan to live and to develop property in Hawkesbury. The Landlord, however, did

not sell his home and has continued to reside in his Ottawa residence since giving the Form N12 to the Tenant in January 2025.

5. The Landlord explained that a zoning issue arose that interfered with his property development project in Hawkesbury. The Landlord attributed the zoning issue to his decision not to move into the Hawkesbury rental unit. The Landlord testified that, but for the zoning issue and related financial challenges, he would have occupied the rental unit in accordance with the Form N12.
6. I find, however, from the Landlord's own evidence that he was aware of the Hawkesbury zoning issue when he gave the Form N12 to the Tenant on or about January 5, 2025. A November 29, 2024 email message from the Town of Hawkesbury advises the Landlord that the planned building project requires a zoning variance. The Landlord's characterization of the zoning problem as a novel issue that required the Landlord to change his plans is not credible. I note there was no evidence the Landlord took reasonable steps to obtain the zoning variance, or that he listed his property for sale to move to Hawkesbury.
7. I am therefore not satisfied that the Town of Hawkesbury's November 2024 notice to the Landlord about zoning issues was an intervening event that prevented the Landlord from moving into the rental unit in accordance with the Form N12 notice of termination. The Landlord's testimony accordingly does not rebut the presumption of bad faith pursuant to subsection 57(5)(b) of the Act.
8. After vacating the rental unit, the Tenant and her household purchased a property. Although the Tenant asked for an order requiring the Landlord to pay the difference between the Tenant's former rent (\$688.00) and her mortgage payments (approximately \$1,800.00), I agree with the Landlord that such an order would result in unjust enrichment, since the Tenant's mortgage payments result in building equity.
9. I also agree with the Landlord that the Tenant did not justify an order requiring the Landlord to pay an \$11,598.00 abatement of rent. When asked why the Tenant believes this amount is appropriate, she cited subsection 57(3)1.1 of the Act, which permits a tenant to request an order for compensation "not exceeding the equivalent of 12 months of the last rent charged to the former tenant." The amount the Tenant claimed was therefore arbitrary.
10. Based on the Tenant's testimony, it became apparent that, instead of an abatement of rent, the Tenant intended to request an order for general damages pursuant to subsection 57(3)4 of the Act. The Tenant testified that she and her household lived in the rental unit for approximately 10 years and that they were shocked and disappointed when they received the Landlord's Form N12. The Tenant described stress and a sense of urgency to find new accommodation. The Tenant was able to purchase a home because she had recently received an inheritance.
11. The Tenant asked for an order requiring the Landlord to pay \$2,000.00 in general damages. In the circumstances, I find this amount is reasonable. In arriving at this amount, I considered the Divisional Court's decision in *Mejia v. Cargini*, 2007 CanLII 2801 (Div. Ct.), where the Court awarded the tenant \$4,000.00 – or approximately \$6,000.00

today according to the Bank of Canada's inflation calculator¹ – because the landlord's associates assaulted the tenant. Although the Landlord in this case did not commit a criminal act, I am satisfied the Tenant's testimony describes a non-pecuniary loss that is compensable under subsection 57(3)4 of the Act. While certainly not trivial, I find the Tenant's evidence of stress and inconvenience less impactful than the assault that took place in *Mejia*. An order requiring the Landlord to pay the Tenant \$2,000.00 reflects this.

12. The Tenant also requested an order requiring the Landlord to pay an administrative fine, pursuant to subsection 57(3)3 of the Act.
13. The Board's Interpretation Guideline 16 states an administrative fine is intended to encourage compliance with the Act and to deter this and other landlords from similar activity in the future. Having found that the Landlord gave the notice of termination in bad faith, I find the order requiring the Landlord to pay \$2,000.00 to the Tenant is inadequate to meet the goals described in Guideline 16. In the circumstances, I am satisfied that an administrative fine of \$5,000.00 is appropriate and will encourage future compliance with the Act. In arriving at this amount, I am mindful of the Board's decisions in Orders LTB-T-064048-22/LTB-T-071648-22/LTB-T-071686-22, issued December 12, 2023, and LTB-T-023059-24, issued October 18, 2024.
14. All the reasons for this order are contained herein, and no further reasons will be given.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,048.00. This amount represents:
 - \$2,000.00 for general compensation; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 17, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 17, 2026, the Landlord will owe interest. This will be simple interest calculated from May 18, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has/have the right, at any time, to collect the full amount owing or any balance outstanding under this order.
5. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$5,000.00 by May 17, 2026.

May 6, 2026
Date Issued

 Harry Cho
 Vice Chair, Landlord and Tenant Board

¹ <https://www.bankofcanada.ca/rates/related/inflation-calculator/>

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.