



Order under Section 57 Residential Tenancies Act, 2006

Citation: Antunes v Bottum, 2026 ONLTB 39770

Date: 2026-05-21

File Number: LTB-T-090068-25

In the matter of: B, 696 PEELE BLVD
BURLINGTON ON L7R3B9

Between: Jackie Antunes Tenants
Andrew Nelder

And

Bruce Bottum Landlord

Jackie Antunes and Andrew Nelder (the 'Tenants') applied for an order determining that Bruce Bottum (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on April 22, 2026.

The Tenants and the Landlord attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants \$6,048.00 for a rent differential and the application fee.
2. The residential unit is a 2-bedroom, 1 bathroom basement apartment. The house is a duplex with a basement apartment and a main floor apartment. The Tenants commenced their tenancy in the basement apartment in September of 2019 and vacated the apartment on April 30, 2025.
3. This application alleges that the Landlord served the N12 notice of termination in bad faith.

Tenant's Evidence, Jackie Antunes (JA)

4. JA testified that she received an N12 notice of termination from the Landlord in November of 2024 with a termination date of April 30, 2025. The Landlord stated that he and his wife would be moving into the entire rental house. She stated that the upstairs tenants had also received an N12 notice of termination.

5. The Tenant stated that shortly after they vacated the rental unit, she noticed that the Landlord had listed the house for sale. JA provided a copy of the listing of the house which was printed on September 24, 2025 showing that 696 Peele Boulevard in Burlington had been listed since August 12, 2025.
6. JA stated that she emailed the Landlord on or about September 17, 2025 about the house's sale listing and the Landlord told her that the house was listed on MLS to test the market.
7. JA also testified that the rental unit has been empty since she vacated the house and that the Landlord has not moved into the house.
8. JA confirmed that her previous monthly rent at the rental unit was \$1,400.00 and that she now paid \$3,241.00 for a 3-bedroom townhome. She stated that she struggled to find another unit that was close to Burlington where she and her spouse worked.
9. The Tenant was very frustrated that they had to move out of their apartment after residing there for 6 years and that the move drastically interrupted their lives. She stated that she and her spouse had established friendships with other neighbours and had become good friends with the main floor tenant. She stated that it was very difficult trying to find another unit that they could afford as rent prices had increased substantially over the last 6 years.
10. The Tenant is seeking a rent differential of \$1,841.00 per month for a period of 12 months which is calculated as \$22,092.00. She is also seeking that the Landlord pay an administrative fine due to the Landlord's actions of failing to move into the house and listing the house for sale in August of 2025.

Landlord's Evidence, Bruce Bottum (BB)

11. BB testified that he and his wife have always intended to reside in the rental house and that he is currently confirming the renovations that are necessary for them to move in. He stated that in November and December of 2024, he hired an architect who was going to prepare architectural drawings for the renovation project however that plan fell through.
12. BB confirmed that he is not residing in the rental house but that he and his wife continue to reside in their own home.
13. The Landlord stated that he made plans to consider the cost benefits of investing \$350,000.00 into the rental house with the planned renovation, without affecting his savings and investments. He stated that this is why he listed the house for sale to better understand its market value and to evaluate the overall situation. He stated that he received an offer on the house but declined same and he let the listing expire.
14. BB stated that he met with a new designer in September of 2025 and that meeting convinced him that the renovations made sense and that he wanted to move forward, "full steam ahead." He stated that a new renovation plan was developed and the plans moved forward from that point.

15. The Landlord explained that he is doing some of the renovation work himself and that this project can only be done at a certain pace due to his hip and shoulder issues. He further stated that he is waiting on contractors to confirm dates when their specific work can be done.
16. BB stated that this renovation plan is very involved and it is a substantial upgrade to the rental house. He confirmed that now that the renovations have started, he will be listing his own house for sale in the middle of May of 2026 and he plans to move into the rental unit once the majority of the work is done in the rental unit.
17. BB stated that his intention has always been to move into the rental house and that he has been working on the renovation plan since the Tenants vacated the rental unit in April of 2025. He maintains that he has acted with a good faith intention.

Analysis

18. 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.
19. There is no question that the first and second of these criteria have been met as the Landlord served an N12 notice on the Tenants and the Tenants vacated the rental unit as a result of the N12 notice of termination. The Landlord's position on his occupation of the rental unit is that his upcoming move to the unit was reasonable in the circumstances. He stated that he had to investigate how the renovations would affect the value of the house prior to moving into the house with his wife. He further stated that the renovations were so extensive that he had to seek out multiple professionals to assist with the successful development of the plans.
20. The Landlord continues to reside in his current home 12 months after the Tenants vacated the rental unit and he is only now considering a move into 696 Peele Boulevard. There were no unforeseen changes in circumstances involving the rental unit and the Landlord provided no extenuating circumstances that would explain a one-year delay in occupying the unit. I find that the Landlord did not occupy the rental unit within a reasonable amount of time after the Tenants vacated.
21. Therefore, I must now determine whether or not the Landlord gave the N12 notice of termination in bad faith.

22. 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 Tenants 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.
23. According to the Landlord, he listed the rental house for sale in September of 2025 to “better understand its market value and to evaluate the overall situation.” Based on the Landlord’s evidence, I understand that he was determining whether or not it would make financial sense to substantially renovate the house. If the Landlord felt that the renovated house would not attract a sufficient market price, I suspect that he would have sold the house and remained in his current home. Only after lengthy communications and evaluations from an architect and a designer and the test of its market value, did the Landlord decide that a financial investment in the house was a viable option.
24. The Landlord’s testimony confirmed that he made the decision to move into the rental house in late fall of 2025.
25. 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.
26. I am satisfied that the Landlord did not have a good faith intention to reside in the rental house when he served the N12 notice on the Tenants. The Landlord’s intention to move into the house himself was formed after he determined that the substantial renovations in the house would be financially beneficial to him.
27. As mentioned previously, the Landlord listed the house for sale in August of 2025 and his evidence did nothing to shift the presumption of bad faith. As such, I am satisfied that the Landlord served the N12 notice in bad faith.
28. Having made this finding, I find that the Tenants are successful with their T5 application.

Remedies

29. Although the Tenants did not provide a copy of their new lease setting out the rent differential of \$1,841.00 per month, I am going to order a rent differential in an amount that I feel is reasonable. The Tenants stated that they moved into a 3-bedroom, 2 bathroom

townhome which is not comparable to a 2-bedroom basement apartment. However, during the 6 years that the Tenants resided in the rental unit, rental prices have skyrocketed due to a shortage of rental accommodations. Based on the above, I am ordering a \$500.00 rent differential for a period of 12 months which is \$6,000.00.

30. The Tenants are also requesting that the Landlord be ordered to pay an administrative fine. Pursuant to the Board's Interpretation Guideline 16:

An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act* (the "Act") and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance.

31. I decline to award an administrative fine based on the circumstances of this case. An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act* (the "Act") and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance.

32. I believe that the rent differential award of \$6,000.00 should deter the Landlord from participating in similar activity in the future.

33. The Tenants incurred a cost of \$48.00 to file this application and they are entitled to recover that cost.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$6,048.00. This amount represents:
 - \$6,000.00 for the rent differential; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 1, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 1, 2026, the Landlord will owe interest. This will be simple interest calculated from June 2, 2026 at 4.00% annually on the balance outstanding.

May 21, 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.