



Order under Section 57 Residential Tenancies Act, 2006

Citation: Taylor v Bruder, 2026 ONLTB 43527

Date: 2026-06-08

File Number: LTB-T-068252-25

In the matter of: 55 LOWELL ST N
CAMBRIDGE ON N1R5E2

Between: Teresa Taylor Tenant

And

Lyle Bruder
Sonya Nagels Landlords

Teresa Taylor (the 'Tenant') applied for an order determining that Lyle Bruder and Sonya Nagels (the 'Landlords') gave a notice of termination in bad faith.

This application was heard by videoconference on April 8, 2026.

The Landlords and the Tenant attended the hearing.

Determinations:

Preliminary Issue: Who are the Landlords

1. At the commencement of the hearing it was agreed between the parties that the Landlords were Lyle Bruder and Sonya Nagels, as such Sonya Nagels was added to this application as a Landlord.

T5 Application

2. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay to the Tenant \$1,198.00.
3. 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.
4. The parties agree that the Landlords served the Tenant with an N12 notice of termination under section 48 of the Act on September 1, 2024, and that the Tenant vacated the rental unit on November 30, 2024. It is also not disputed that the Landlords listed the rental unit for sale and ultimately sold the property with a closing date of October 27, 2025.

Bad Faith

5. Section 57(5) of the Act provided that in circumstances such as this there is a rebuttable presumption that the N12 notice was served in bath faith, if the Landlord pursuant to subsection c) advertises the rental unit or the building that contains the rental unit for sale.
6. Section 57(6) of the Act provides the time frame for section 57(5) as beginning on the day the landlord gives a notice of termination under section 48 and ends one year after the former tenant vacates the rental unit.
7. For the following reasons, based on the evidence and testimony before me, I do not find that the Landlords have met the burden of establishing that the N12 notice was served in good faith.
8. The Landlords testified that they had been residing up north as the Landlord Lyle Bruder worked for Orange Air Ambulance. On March 20, 2024 he found out he had received a transfer offer to work out of the City of Hamilton location effective January 5, 2025.
9. After the Tenant vacated the rental unit the Landlords moved into the rental unit on December 23, 2024.
10. While residing in the rental unit the Landlords discovered they were expecting their first child and determined they would need a larger home in June and reached out to a real estate agent who had scheduled a showing for them on June 25, 2025, but unfortunately the Landlords suffered a miscarriage and had to cancel the viewing.
11. They were able to reschedule the viewing in July and fell in love with the property and ultimately entered into an agreement of purchase and sale on a larger property in the country which closed on October 23, 2025. During the process the Landlords found out that the Landlord Sonya Nagels was again pregnant.
12. The Landlords submit that they only listed the rental property for sale within one year of the Tenant vacating due to a changing in circumstances, that they were expecting a child and would need a larger home and property, additionally the Landlord explained that returning from up north to the City of Cambridge was a bit of a culture shock.
13. The evidence before me with respect to the rental property is that it is 2 ½ bedrooms and 1 bathroom and approximately 1050 square feet.
14. Based on the evidence educed at the hearing and the testimony of the parties, I am not satisfied that the Landlords gave the Tenants a notice in good faith. I find it is more likely than not that the Landlords initially had the intention of moving into the rental unit, but due

to a change in mindset they decided a move to a more rural property would better suit their needs. The Landlords had no children prior to selling the 2.5 bedroom rental property, even if they were expecting a child the rental unit would have met their needs in terms of space. I am not satisfied that a change in mindset amounts to a change in circumstances that prevented the Landlords from remaining in the rental unit. I am satisfied that the tenants proved all of the requirements in subsection 57(1)(a) of the Act.

Remedies

15. The Tenant in their application requests general compensation in the amount of \$20,700.00 being 9 months of rent at \$2,300.00.
16. The Board's authority to order general compensation is found at section 57(3)(1.1), which states: An order that the landlord pay a specified sum to the former tenant as general compensation in an amount not exceeding the equivalent of 12 months of the last rent charged to the former tenant. An order under this paragraph may be made regardless of whether the former tenant has incurred any actual expenses or whether an order is made under paragraph 2. [Emphasis added].
17. The Tenant first moved into the rental property with her daughter on March 1 2024, she resided in the rental unit for 9 months before vacating and had intended to reside in the rental unit long term and stated she had put a lot of work into the property. After receiving the N12 notice of termination the Tenant entered into an agreement of purchase and sale and purchased a property of her own which closed on October 15, 2024, but did not move into the property until November 30, 2024 as the property required some work. Additionally, her daughter had to move schools.
18. Although the Tenant was impacted, by having to move from the rental unit as well as her daughter having to transition to a new school. The Tenant had only resided in the rental unit for 9 month prior to vacating. In consideration of all the circumstances I find that general compensation equivalent to half a months rent to be appropriate in being \$1,150.00.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$1,198.00. This amount represents:
 - \$1,150.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by June 19, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 19, 2026, the Landlord will owe interest. This will be simple interest calculated from June 20, 2026 at 4.00% annually on the balance outstanding.

4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 8, 2026
Date Issued

Sean Ramage
Member, Landlord and Tenant Board

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.