



Order under Section 57 Residential Tenancies Act, 2006

File Number: LTB-T-084667-25

In the matter of: 2, 116 WESTBURY AVE
LONDON ON N6J3G1

Between: Samuel Zeke Douglas Williams Tenant

And

Martin Labonte Landlord

Samuel Zeke Douglas Williams (the 'Tenant') applied for an order determining that Martin Labonte (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on February 11, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Tenant Amendment Request

1. The Tenant sought to raise issues related to substantial interference with reasonable enjoyment due to ongoing construction in the unit, lack of heat, withholding a vital service, failure to pay the compensation required under section 48.1 of the *Residential Tenancies Act, 2006* (the 'Act') and unlawful entry. However, as these issues were not before me, the request to amend to claim these issues is denied. The Tenant may bring a separate application for these issues.

T5 Application – Bad Faith

2. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
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 agreed that the Landlord gave an N12 notice of termination under section 48 of the Act and that the Tenant vacated the rental unit as a result of the N12 notice of termination.
 5. Based on the uncontested submissions of the parties, I am satisfied that the Tenant has proven the first two elements of the test under subsection 57(1)(a) of the Act. As a result, the issues before me were whether the person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable amount of time after the Tenant vacated and the Landlord gave the N12 notice of termination in bad faith.
 6. The Tenant testified that the residential complex is a duplex and the rental unit was the upper unit of the residential complex. The Tenant submits that the photos entered into evidence by the Landlord contain photos of the lower unit which was not occupied by the Tenant. The Tenant submits that based on the photos provided, it appears the Landlord does not reside in the rental unit. The Tenant also testified that he does not believe the Landlord has given the N12 in good faith as the Landlord has submitted into evidence a permit for renovations to the residential complex.
 7. The Landlord testified that due to a breakdown in his marriage, he moved into the residential complex before the Tenant vacated. The Landlord testified that that since the Tenant vacated the rental unit nobody has occupied the upper unit and that he does not intend to re-rent the rental unit. The Landlord testified that he resides in unit 1 and uses the entire residential complex as his home and has used unit 2 for storage since the Tenant vacated. The Landlord testified that he has obtained a permit to install a door to the basement of the residential unit but that the renovation does not impact his ability or intention to use the entire property for his own residential occupation.
 8. I found the Landlord's testimony to be credible in that he moved into the residential complex prior to the Tenant vacating, he continues to reside in the residential complex and that he utilizes the entire complex for his own residential occupancy. I was not satisfied that the Tenant has proven, on a balance of probabilities, that the Landlord gave the N12 notice in bad faith or that the Landlord failed to move in within a reasonable amount of time.
 9. As a result, the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 11, 2026
Date Issued

Christopher Lin
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.