



**Order under Section 57
Residential Tenancies Act, 2006**

File Number: LTB-T-055822-25

In the matter of: A, 19903 COUNTY RD 17
WILLIAMSTOWN ON K0C 2J0

Between: Lise-Ann Terriah Tenant

and

Ashley Vogel
Dave Vogel Landlord

Lise-Ann Terriah (the 'Tenant') applied for an order determining that Ashley Vogel and Dave Vogel (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on December 8, 2025.

The Tenant, the Landlord Ashley Vogel and the Landlords' legal representative Marie Beaupre attended the hearing. The Tenant called Hunter Terriah as a witness.

Determinations:

1. This tenancy was terminated on February 25, 2025 by order of the Board based on an N12 notice of termination given by the Landlords who declared their intention to renovate the rental unit and live there once the work was completed. The Tenant vacated the rental unit long before then, alleging that she had been driven out by the Landlords' harassment. In this application, the Tenant alleges that the Landlords have acted in bad faith as evidenced by the fact that they have still not taken up residence at the rental unit.
2. The Landlords respond that the renovations were delayed and are still ongoing but their declared intention to live in the rental unit are unchanged.
3. The Landlords proved on a balance of probabilities, with corroborating documentary evidence, that they had engaged professional designers, architects and engineers for their planned renovations before they had vacant possession. The planned project is extensive as it involves combining the two residential units of this complex into one larger home. The Landlords began construction once they got vacant possession. But the scope of work expanded considerably, particularly because the professionals engaged by the Landlords discovered a latent defect in the foundation of the building requiring extensive remediation. Construction work of this description cannot be undertaken when the ground is frozen, but

it shall resume in the spring of 2026. I accept the Landlords' testimony because it is cogent, coherent and substantiated by documentary corroboration of professionals.

4. Guided by section 202 of the Act that requires me to ascertain the real substance of all transactions and activities relating to the rental unit and the good faith of the parties, I find the Landlords' delay in taking up residence at the rental unit is adequately explained and I find it reasonable given the scope of work involved. There is nothing on the evidentiary record to contradict the Landlords' stated intention and that would allow me to infer the Landlords will not take use the rental unit for their own residential occupation as they testify. Accordingly, this portion of the application must be dismissed because the Tenant has failed to prove on a balance of probabilities that no person named in the N12 notice of termination occupied the rental unit within a reasonable amount of time after the Tenant vacated as require by clause 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act').
5. Included in the application is a claim that certain of the Tenant's personal property was lost when the Landlords demolished the garage while the Tenant was still occupying the rental unit. Claims of this nature are normally pleaded on the Board's form T2 but the pleadings narrated on this form T5 in respect of this claim are sufficient to raise the issue and I shall therefore address it because the Landlord understood the allegation and had an adequate opportunity to respond to it.
6. The Tenant testified that the garage where she stored some of her belongings was demolished by the Landlords and her property destroyed. The Tenant could approximate the date when that happened. The Tenant's witness described seeing the garage being razed but could not recall the date. The Landlords acknowledge they removed the garage as part of their ongoing construction but deny that any of the Tenant's belongings were in the garage when they removed it.
7. The Tenant also produced before and after photographs to show that the garage had been removed at some unspecified point in time. I find this claim must be dismissed because there is insufficient credible evidence to prove it on a balance of probabilities. I prefer the evidence of the Landlords on this point because it was direct and forthright while the evidence presented by the Tenant was vague and lacking in detail both in respect of the timing of the alleged loss and the particulars of the lost items.

It is ordered that:

1. The application is dismissed.

January 5, 2026
Date Issued

Nersi Makki
Member, Landlord and Tenant Board

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