



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-053708-25

In the matter of: 22B KAREN WALK
WATERLOO ON N2L5X2

Between: John Schmidt Landlord

And

Darcy Crocker Tenants
Christine Blazon

John Schmidt (the 'Landlord') applied for an order to terminate the tenancy and evict Darcy Crocker and Christine Blazon (the 'Tenants') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on November 10, 2025.

The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is granted and the tenancy is terminated as detailed below.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On June 8, 2025, the Landlord gave the Tenants an N12 notice of termination with the termination date of August 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their child.
4. The N12 notice was served under s. 48(1)(c) of the *Residential Tenancies Act, 2006*, which states:

48 (1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,

(c) a child or parent of the landlord or the landlord's spouse.

5. The main issue to be determined on this application is whether the Landlord has satisfied the "good faith" requirement in s. 48(1) of the Act. The jurisprudence holds that the onus is on the Landlord to establish that the individual(s) identified on the notice genuinely intend to move into the rental unit after the Tenants vacate and live there for at least one year.
6. The Courts have provided much guidance to the Board in interpreting the "good faith" and "genuine intent" requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord or another person/people contemplated under s. 48 of the Act.
7. The Courts have stated that the test of good faith is genuine intention to occupy the residential unit and not the reasonableness of the landlord's proposal (*Feeney v. Noble* (1994), 19, O.R. (3d) Div.t) ("Feeney").
8. As confirmed in subsequent decisions, this legal test remains unchanged, and the "good faith" requirement simply means a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) ("Salter").
9. Thus, the Landlord must establish that the person/people identified in the N12 notice genuinely intend to move into the unit. The Court also found in Salter that the Landlord's motives are "largely irrelevant".
10. As per s. 72(1) of the Act, the Landlord filed with the Board a declaration from their daughter (JS) stating that she intends to reside in the rental unit for no less than one year.
11. The Landlord testified that:
 - a) His daughter is enrolled at the University of Waterloo starting January 1, 2026;
 - b) His daughter currently living at home, which is located approximately ½ hour from the university, whereas the rental unit is located approximately 1km from the university;
 - c) There is no public transit at the family home, while there is easy access at the rental unit; and
 - d) He purchased the rental property in 2001 and previously lived there before moving into their current larger home.

12. The Tenant, Christine Blazon, testified that:

- a) There are currently four people living in the rental unit – two adults and two children (10 and 11 years of age);

- b) They have been living in the rental unit for 8 years;
- c) They have been attempting to find a new place to live, including engaging a real estate agent, but have not had any luck;
- d) There are significant basement leakage issues and lots of renovations required in the rental unit; and
- e) They have filed a Tenant's application regarding these issues.

13. I am satisfied, based on the evidence before me, that on a balance of probabilities the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year for their child.

Compensation

- 14. The Landlord has compensated the Tenants an amount equal to one-month's rent by August 31, 2025.
- 15. The Landlord collected a rent deposit of \$1,300.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$194.11 is owing to the Tenants for the period from September 9, 2017 to November 10, 2025.
- 16. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants are required to pay.

Relief from eviction

- 17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
- 18. The Landlord did not provide any submissions or evidence regarding any requirement for an immediate possession of the rental property by his child, other than the convenience that would be afforded to his daughter due to the rental property's proximity to the university.
- 19. The Tenants submitted that they have had difficulty in finding a new place to live given the market in Kitchener. The Tenants' children go to a school local to the rental unit. As such, I do not find it unfair to postpone the eviction until June 30, 2026 to both allow the children to finish their school year and for the Tenants to find new accommodation.

It is ordered that:

- 1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 30, 2026.
- 2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 1, 2026.
4. The Landlord shall apply the last month's rent deposit to the last month of the tenancy and pay the Tenants any outstanding interest on that deposit.

January 8, 2026
Date Issued

Curtis Smith
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenants expires on January 1, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.