



Order under Section 69 Residential Tenancies Act, 2006

Citation: Johnson v Vogelgsang, 2026 ONLTB 2751

Date: 2026-01-08

File Number: LTB-L-090457-25

In the matter of: 326 STUART ST
SARNIA ON N7T3B8

Between: Brandon Johnson Landlord

And

Montana Vogelgsang Tenant

Brandon Johnson (the 'Landlord') applied for an order to terminate the tenancy and evict Montana Vogelgsang (the 'Tenant') 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 27, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before February 28, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination- Landlord's Own Use

3. On September 29, 2025, the Landlord gave the Tenant an N12 notice of termination with a termination date of November 30, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of their own residential occupation.
4. The rental unit is a two-floor, 3-4 bedroom, detached, single family dwelling. The Landlord testified that he and his girlfriend lived in the rental unit until their separation, and he then moved home with his parents.

5. The Landlord's evidence is that because there was no equity in the property, the property could not be sold. The decision was then made to list the unit for rent based on advice the Landlord received from a friend who is a realtor.
6. During the tenancy the Landlord reconciled with his former girlfriend, and they now intend to reside in the rental unit together and start a family.
7. The Tenant did not dispute the Landlord's stated intentions. Accordingly, based on the evidence before me I find that the Landlord, in good faith, requires possession of the rental unit for their own residential occupation for a period of at least one year.
8. The Landlord has compensated the Tenant an amount equal to one month's rent by November 30, 2025, by waiving rent for the month of November 2025.

Relief from Eviction

9. The Landlord requested an order for eviction within 11 days testifying that the Tenant was made aware of their intention to move back into the rental unit in May 2025. The Landlord also gave evidence that they filed a prior L2 application based on an N12 notice that was dismissed which further contributed to their delay in being able to move back into the rental unit.
10. The Tenant requested a delay of eviction for 90 days to February 28, 2026. The Tenant's evidence is that they do not intend to stay in the rental unit for the entire 90 days however, it is dependent on their ability to find a new rental unit.
11. The Tenant's current income is Ontario Works, and she has two children ages 11 and 7. The Tenant testified that they have been looking at other rental units but were recently denied a rental unit they believed had been confirmed.
12. Based on the fixed term of the parties' tenancy agreement, the earliest date the Landlord could have sought to terminate the tenancy based on an N12 notice of termination was September 30, 2025, despite any suggestion that the Tenant was made aware of the Landlord's intentions in May 2025.
13. The Landlord expressed frustration at the perceived delay in obtaining possession of the rental unit however, some of that delay is attributable to the prior defective N12 notice. The Landlord did not testify that there was significant prejudice due to financial circumstances, nor that his current living situation is unstable.
14. In this matter, the termination date listed on the Landlord's N12 notice is November 30, 2025. While the Landlord's current situation may not be comfortable, I do not find that a delay of 90 days from the termination date in the notice is unreasonable.
15. 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 February 28, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.

January 8, 2026
Date Issued

Kyle McGraw
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 Tenant expires on September 1, 2026, 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.