



Order under Section 69 Residential Tenancies Act, 2006

Citation: Green v Hutchinson, 2026 ONLTB 26943

Date: 2026-04-08

File Number: LTB-L-075712-25

In the matter of: 2, 29 RAGLAN AVE
YORK ON M6C2K7

Between: Freddie Green Landlord

And

Todd Hutchinson Tenants
Sarah Blanchard

Freddie Green (the 'Landlord') applied for an order to terminate the tenancy and evict Todd Hutchinson and Sarah Blanchard (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 January 26, 2026.

The Landlord, the Landlord's legal representative Janis Taylor, the Tenants, and the Tenants' legal representative Jimmy Gangadin attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 27, 2025, the Landlord gave the Tenant an N12 notice of with the termination date of October 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of his own residential occupation.
4. The Landlord has not proven that they in good faith require possession of the rental unit for the purpose of his own residential occupation for a period of at least one year.
5. The property owned by the Landlord consists of two buildings, referred to during the hearing as the front house and the back house. The front house consists of three rental

units, including the one occupied by the Tenants. The Landlord lives in the back house, which was formerly two units. However, in the fall of the 2025, the Landlord renovated the back house to combine the two units. As of the hearing date, the Landlord was the only occupant of the newly combined back house.

6. All parties to this application testified extensively at the hearing.
7. The Landlord testified extensively about his desire to move into the Tenants' rental unit. He cited several aspects of the Tenants' rental unit that appealed to him: a desire for additional storage space (including the large closet in the Tenants' unit), the desire for a home office, and his view that it was not financially viable for him to remain in the combined back house.
8. I do not find the Landlord's testimony to be credible. Many of his complaints about living in the back house refer back to the time before the two units in that building were combined: as pointed out on cross-examination, the combined unit and the garage on the property (which the Landlord uses exclusively) offers the Landlord ample storage space relative to that he would have in the Tenants' unit.
9. In my view, the Landlord's financial circumstances are the only plausible explanation for his continued desire to move into the rental unit. However, the Landlord only offered extremely general testimony that it is "not viable" for him to remain where he is and that is why he requires the Tenants' rental unit. No specific financial circumstances were described: the Landlord did not testify to the new rental income he expected to receive or how, precisely, his financial situation would improve if he were to move into the Tenants' unit.
10. The general nature of the Landlord's testimony is particularly concerning considering the context in which the N12 Notice was served. The Tenants filed a T3 Application against the Landlord on July 30, 2025. The Landlord testified that he received a copy of the T3 Application for the first time on August 25, 2025, two days before the N12 Notice was served.
11. The Landlord testified that he had been planning to serve the N12 Notice before he had any knowledge of the Tenants' T3 Application, but postponed doing so until August 27, 2025, in order to shield his nephew – who did not testify at the hearing – from the Tenants' response to the notice. The Landlord testified that his nephew was living in the basement unit of the back house from May to August before the two units were combined, but no additional evidence was offered in support of this claim.
12. Both the Landlord and the Tenants testified that their relationship has been acrimonious, although the Tenants testified that the relationship improved once the Landlord hired a property manager to directly interface with the Tenants about their tenancy.
13. In my view, the Landlord's explanation of the timing of the N12 Notice is not credible. It is not supported by documentary evidence (for example, financial documents or communications between the Landlord and his nephew about their living arrangement). The timing is more than suspicious: absent a credible explanation, it suggests the N12 Notice was served as retaliation for the Tenants filing the T3 Application.

14. Absent any evidence to support the Landlord's claims of financial stressors (a claim which is plainly inconsistent with the fact that he performed extensive renovations in the back house two months after serving the N12 notice), I am not satisfied that it is more likely than not that the Landlord intends to move into the rental unit. In my view, a more likely explanation is that the Landlord received the Tenants' T3 Application, issued the N12 Notice in response, and is pursuing this application in an effort to end what he views to be a troublesome tenancy.

15. Therefore, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.
2. Per section 73.1 of the Act, the Tenants shall return to the Landlord the \$2,311.38 in compensation they received from the Landlord on October 28, 2025, pursuant to section 48.1 of the Act.

April 8, 2026
Date Issued

Jeremy Henderson
Member, Landlord and Tenant Board

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