



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005924-26

In the matter of: 2, 238 Old Huron Rd.
Kitchener ON N2R1P8

Between: Brent Bockelkamp Landlord

And

Dwight Ropp Tenants
Dave Duffy

Brent Bockelkamp (the 'Landlord') applied for an order to terminate the tenancy and evict Dwight Ropp and Dave Duffy (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.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on February 24, 2026.

Only the Landlord's legal representative, Timothy Ellis and the Landlord attended the hearing.

As of 1:53 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application. Therefore, the tenancy is terminated May 31, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On January 15, 2026, the Landlord mailed the Tenants an N12 notice of termination deemed served on January 20, 2026 with the termination date of May 31, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord, the Landlord's spouse and the spouse's child.

4. The Landlord testified that he currently lives in a home he owns located in Drumbo, ON.
5. The Landlord testified that he and his girlfriend of two years intend on moving in together and that she has a 14-year old son. The girlfriend and her son reside in Kitchener, ON and the child's biological father also lives in Kitchener, ON. The Landlord testified that he intends to move into the rental unit with his girlfriend and her son so that the child can be close to his father and continue attending school in Kitchener and does not have to change schools. The Landlord stated that he is happy with his relationship and that it is a package deal when your partner has a child.
6. The Landlord testified that the Tenants have lived in the rental unit for approximately fifteen years and that the Tenants have applied for alternate accommodations and that he provided the Tenants with a recommendation letter.
7. Based on the evidence before me, I am satisfied on a balance of probabilities that the Landlord, in good faith, requires possession of the rental unit for the purpose of residential occupation. The Landlord provided clear and consistent testimony regarding his intention to move into the rental unit with his partner and her child in order to facilitate their cohabitation and to ensure that the child can remain in Kitchener, in close proximity to his other parent and current school. This stated intention is reasonable and supported by the surrounding circumstances, including the duration and stability of the Landlord's relationship and the practical considerations relating to the child's schooling and family connections. There is no persuasive evidence before me to suggest that the Landlord's stated intention is not genuine or that the notice was served for an ulterior purpose. I also find it relevant that the Landlord has taken steps consistent with this intention, including assisting the Tenants in seeking alternate accommodations. Accordingly, I find that the Landlord, in good faith, requires the rental unit for residential occupation.
8. The Landlord has not yet paid the Tenants compensation in an amount equal to one month's rent as required under the Act. The Landlord testified that no last month's rent deposit was collected at the commencement of the tenancy and that he intends to waive the Tenants' obligation to pay rent for the final month of the tenancy in lieu of providing the required compensation. The Landlord further testified that this amount will be satisfied on or before May 31, 2026.
9. Based on the monthly rent, the daily compensation is \$41.89. This amount is calculated as follows: $\$1,274.28 \times 12$, divided by 365 days.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated on May 31, 2026.
2. The Tenants must move out of the rental unit on or before May 31, 2026.
3. The Landlord shall compensate the Tenants the amount of one month's rent by waiving the last month's rent before May 31, 2026.
4. The Tenants shall also pay the Landlord compensation of \$41.89 per day for the use of the unit starting June 1, 2026 until the date the Tenants move out of the unit.

5. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 June 1, 2026.

May 5, 2026
Date Issued

Christina Philp
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 December 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.