



Order under Section 69 Residential Tenancies Act, 2006

File Number: Citation: Geipel v Menard, 2026 ONLTB 33254

Date: 2026-05-07

File Number: LTB-L-028587-24

In the matter of: 638 WILD SHORE CRES
Ottawa ON K1V1T3

Between: Christopher Geipel Landlords
Marie-France Geipel

And

Samantha Menard Tenant

Christopher Geipel and Marie-France Geipel (the 'Landlords') applied for an order to terminate the tenancy and evict Samantha Menard (the 'Tenant') because:

- the Landlords 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 March 27, 2026. The Landlords, the Landlords' intended occupant, Andy Geipel, the Landlords' legal representative, Ahmad Alzameli, and the Tenant, attended the hearing.

Determinations:

1. As explained below, the Landlords has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is granted and the Landlords are entitled to an eviction order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 27, 2024, the Landlords gave the Tenant an N12 notice of termination with the termination date of May 31, 2024. The Landlords claims that they require vacant possession of the rental unit for the purpose of residential occupation by their parent.

Was there a fixed term of the tenancy in place?

4. At the outset of the hearing, there was a preliminary issue raised with respect to whether there was a fixed term tenancy in place as of the termination date specified on the notice of termination. This is important because, the notice served pursuant to section 48 of *Residential Tenancies Act, 2006* (the 'Act') must be at the end of the term. For the following reasons, I find that there was no fixed term tenancy in place, therefore the notice was valid (at least 60 days, and the last day of the rental period).
5. The following facts are not in dispute:
 - The tenancy commenced in 2015, and it was typical of the parties to periodically send renewal tenancy agreements.
 - The parties signed a renewal tenancy agreement for the period 2019 to 2020. Which was the last signed agreement the Landlords received from the Tenant.
 - The Landlords sent a renewal agreement for the period January 1, 2022, to July 31, 2023, rent was set at \$1,575.00 per month. The Landlords never received a signed renewal agreement from the Tenant, but the Tenant paid the increase in rent for 12 consecutive months.¹
 - The Landlords sent a renewal agreement for the period July 1, 2023, to June 30, 2024, the rent increased to \$1,615.00 per month (which the Tenant paid for 12 consecutive months), there were additional terms added regarding using part of the rental unit as commercial space². For ease of reference, this document will be referred to as ('lease renewal').
6. For the following reasons, I find that there was not a meeting of the minds with respect to the lease renewal. Therefore, I find that the tenancy was renewed as a monthly tenancy, containing the same terms and conditions that were in the expired tenancy agreement.
7. The Landlords supplied the email exchange between them and the Tenant at the time they sent the renewal agreement³. In that email exchange, the Tenant acknowledges and agrees with some of the terms (the rent increase), however they state that they have given it a "quick glance but would like to go over it a bit more thoroughly" to make sure they understand the changes before signing it. They had questions/clarifications/or concerns about the named occupants, replicating keys, security deposit of \$500.00, renovations. The Tenant says that she will get back soon with additional questions.
8. On June 23, 2023, the Landlords respond and answer some of the Tenant's concerns and indicate that they will make revisions to the lease renewal and return it back to the Tenant. The Tenant provides a text message exchange between them and the second named Landlord⁴. The messages show that on June 23, 2023, the Tenant says that they have not forgotten about the lease, that they have not had a chance to look at it yet. The Tenant also says on July 1, 2023, "*Thank you for sending the amended copy of the lease. I will get to it ASAP.*"

¹ DOC-4311374

² DOC-4311382

³ DOC-4311378

⁴ DOC-7614684-page 37

9. The lease renewal that the Tenant says she signed but acknowledges she never sent to the Landlord was dated July 2, 2023, the Landlords suggested that it was not signed on that date, rather was back dated to render the notice invalid. I tend to agree.
10. I say this because the document which the Tenant signs was the original version that was sent by the Landlords, the one containing the named occupant that she wanted removed, the one that fails to address the deposit the Tenant previously paid, and the duplication of the keys. The documents suggest to me that the Landlord did amend the original document as requested by the Tenant because in the email changes on June 23, 2023, the Landlord makes mention of revisions intended to be made on the lease renewal, and on July 1, 2023, the Tenant says thank you for sending the amended copy of the lease renewal. Therefore, it makes no sense to me that they would sign a document that they originally disagreed, the Tenant also acknowledges that they never sent the agreement to the Landlords. The Landlords operated with the assumption that the lease renewal was never signed or agreed to by the Tenant.
11. I have also turned my mind to the definition of “tenancy agreement” as outlined by the Act⁵. However, I cannot find that the agreement was implied. The Tenant may have paid the rent increase for 12 consecutive months, however, that was a condition that they agreed with from the beginning. Sections 135.1 and 136 of *Residential Tenancies Act, 2006* (the 'Act') address when illegally charged rent would otherwise be deemed lawful (as would apply in this case), the Tenant request to operate their business within the rental unit never came to fruition. Therefore, I find that the tenancy was renewed as a monthly tenancy, containing the same terms and conditions that were in the expired tenancy agreement. Therefore, I find that the notice of termination is valid.

Do the Landlords have a genuine intention to have their parent occupy the rental unit?

12. The first question to be answered on an application like this is whether or not the Board believes the Landlords genuinely intend to have their parent move into the rental unit. As explained below, I find that the Landlords in good faith require possession of the rental unit for the purpose of their parent's residential occupation for a period of at least one year.
13. The courts have provided much guidance to the Board in interpreting the “good faith” requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
14. In *Feeny v. Noble*, [1994 CanLII 10538 \(ON SC\)](#), 19 O.R. (3d) 762, the Ontario Divisional Court considered this issue in the context of subsection 103(1) under the *Landlord and Tenant Act*, [R.S.O. 1990, c. L.7](#), and held that:

“...the test of good faith is a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal”.

⁵ Section 2: “tenancy agreement” means a written, oral or implied agreement between a tenant and a landlord...

15. In *Salter v. Beljinac*, [2001 CanLII 40231 \(ON SCDC\)](#), [2001] O.J. No 2792, the Divisional Court revisited the issue under [subsection 51\(1\) of the Tenant Protection Act, 1997, S.O. 1997, c. 24](#). The court referred to *Feeney, supra*, and held that:

“...the legal standard for the Tribunal as finder of fact remains the same under s. 51(1) of the TPA as seen in the case law interpreting s. 103(1) of the LTA.”

16. More recently, in *Fava v. Harrison*, [2014 ONSC 3352 \(CanLII\)](#) the Divisional Court, in considering this issue in the context of the *Residential Tenancies Act, 2006*, found as follows:

“We accept, as reflected in *Salter, supra*, that the motives of the landlord in seeking possession of the property are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. However, that does not mean that the Board cannot consider the conduct and the motives of the landlord in order to draw inferences as to whether the landlord desires, in good faith, to occupy the property.”

17. The question before the Board is not with respect to motive; rather it is with respect to intent. The difference between those two things is not readily understandable but essentially what the law says is that a landlord can have any number of motives for serving a notice of termination and a landlord is entitled to do that. Rather the issue on an application like this is whether or not the Landlords genuinely intend to have their family member move in.
18. The Tenant raised a concern with respect to the good faith intention of the Landlords. They indicated that the Landlords originally had an intention on selling the rental unit, after the Tenant declined to move out, they received the N12 notice of termination shortly after. The Tenant additionally said that this notice of termination also came after the Tenant raised issue with snow removal and for asking for their pet deposit back. The bulk of the hearing was centralized about the Landlords' good faith intention.
19. It is the first named Landlord ('CG'), parent who intends to occupy the rental unit. They did not dispute that they had a conversation with the Tenant about selling the rental unit and about ongoing disagreements with the Tenant and part of considering their options (due to their own medical issues) were contemplating whether they wanted to continue being a landlord. Due to some of their medical issues, the Landlord engaged the services of a third-party management company to handle some of the day-to-day tasks, however- due to disagreements with the agent, their services were terminated.
20. CG says that he had a conversation with the close friend who informed him of the N12 process, which made them think of his father, Andy Geipel ('AG'), who was living out of province and experiencing severe health challenges that have continued to decline since the service of the notice of termination.
21. AG testified that he lives in rural New Brunswick, he has dialysis appointments 3-4 times a week and also sees a urologist. In order to attend these appointments, AG needs to travel to St. Johns New Brunswick, which is approximately 2 hours each way and sometimes requires him to pay for a hotel. AG also only have 10%-15% of his heart function which

increases the number of appointments they must attend and makes it difficult to accomplish simple tasks. The Tenant did not contest AG's health complications. However, questioned the move out of province since he was on a transplant list for a kidney in Ontario.

22. AG testified that since his health has deteriorated, they are no longer eligible for the kidney transplant and has been given a life expectancy of approximately 2-3 years. Moving to the rental unit would give him a better quality of life and better access to health care and transportation. The rental unit is also a short distance from the Landlords' residence and so it would allow him to be closer to family and his grandchildren.
23. While I can appreciate the Tenant's concern with respect to the timing of the service of the notice- I find that the Landlord has established the good faith intention to have their father occupy the rental unit. I accept the testimony of the Landlords and AG (who's health concerns were not disputed by the Tenant). The Landlord may have motives for serving the notice (however those are largely irrelevant to my analysis of good faith. I find it is more likely than not that the notice was served because their parent requires the unit to be closer to family, transportation, and healthcare.
24. There was no dispute that the Landlords have compensated the Tenant an amount equal to one month's rent by May 31, 2024.

Relief From Eviction:

25. 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 July 17, 2026, pursuant to subsection 83(1)(b) of the Act.
26. The Tenant has lived in the rental unit since 2015, and they reside there with their spouse and minor child who also has disabilities that requires special school and community supports. The Tenant requested until July 1, 2026, at the earliest to find another place to live.
27. While I recognize the fact that the Landlord has a need possession- their father is not at risk of losing their home, unlike that of the Tenant. The Landlord also will need to engage in some form of planning with respect to AG's relocation (changing doctors, booking travel, etc.) and so July 17, 2026, can allow for that to happen. This date also allows the Tenant's child to finish the current school year and provide the Tenant with sufficient time to plan accordingly in finding alternative living accommodations.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 17, 2026.
2. If the unit is not vacated on or before July 17, 2026, then starting July 18, 2026, the Landlords 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 Landlords on or after July 18, 2026.

May 7, 2026
Date Issued

Curtis Begg
Member, Landlords 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 January 18, 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.