



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

File Number: LTB-L-094889-25

In the matter of: 44 BLENHEIM ST
MITCHELL ON N0K1N0

Between: Michael Groenestege Landlord

And

Colleen Beuerman Tenant

Michael Groenestege (the 'Landlord') applied for an order to terminate the tenancy and evict Colleen Beuerman (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.

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

This application was heard by videoconference on February 17, 2026.

The Landlord, the Landlord's legal representative, Natalie Erin Carr, and the Tenant attended the hearing. The Landlord's witness, Nicollan George, also attended the hearing and gave oral testimony.

Determinations:

1. This is the second application by the Landlord claiming that they require the rental unit for their own personal use. The first application under LTB-L-095788-24 was dismissed pursuant to the order that was issued on September 18, 2025 and based on a hearing that took place on September 15, 2025.
2. The application was dismissed because the Board found that the Landlord lacked credibility and found that the Landlord's intentions to occupy the rental unit were not in good faith. The reasons detailed in why the Board did not believe there was good faith were based in part on the Landlords evidence concerning the conflicting information about the intended occupancy of the rental unit and about their financial circumstances.
3. For instance, it was unclear if the Landlord himself, an unidentified relative, his parents or a purchaser was going to occupy the rental unit.

4. Additionally, the Landlord's evidence at the previous hearing indicated that he was currently living with his parents on the family farm and that he owns a house in Stratford where his ex-partner and two children are living and that he makes voluntary payments towards the mortgage at his ex-partners property.
5. At this hearing the Landlord submits that he is living both at his parent's farm and at his exes place in Stratford and he submits that he gave the same testimony at the previous hearing, despite the order not reflecting this.
6. The Landlord did not file a review or appeal that decision.
7. The affidavit filed for this current application only mentions occupancy at his exes in Stratford despite his testimony given at the previous hearing and despite his oral testimony at the current hearing that he is living at both.
8. Additionally, under cross examination, the Landlord admitted he was not making payments on the mortgage at his exes property and this directly contradicts his previous evidence that he was making payments towards the mortgage.
9. Despite the previous decision, about a month later on October 29, 2025 the Landlord served the Tenant this current N12 Notice with a termination date of December 31, 2025.
10. Neither the previous decision, nor the Landlords current affidavit state that the Landlord lives part time between his ex's place in Stratford and his parent's farm and I draw a negative inference to this omission on the affidavit if that is the case and further find the Landlords testimony lacks credibility on this basis.
11. The Landlord could have called his ex partner, his parents or his current girlfriend to support his oral testimony about any change in circumstances, either personally or financially and they elected not to do so.
12. Additionally, on the Landlord's L2 application they again failed to disclose a previous N12 Notice regarding a purchaser's own use with a termination date of July 20, 2025 despite this being an issue at the hearing on September 15, 2025 and I draw a negative inference from this omission.
13. In my view, what the Landlord sought to do at the hearing of this application was challenge a finding of fact made in a previous Board order. This is an impermissible collateral attack. It is an abuse of process to collaterally attack a final order in this way. If the Landlord disagreed with the previous Board order with respect to their good faith intentions or the evidence submitted, they should have sought review of or appealed that decision and they did neither.
14. The doctrine of collateral attack prevents a party from undermining previous orders issued by a court or tribunal of competent jurisdiction:

"Generally, it is invoked where the party is attempting to challenge the validity of a binding order in the wrong forum, in the sense that the validity of the order comes into question in separate proceedings when that party has not used the direct attack procedures that were open to it (i.e., [request to review,] appeal or judicial review).

In *Wilson v. The Queen*, 1983 CanLII 35 (SCC), [1983] 2 S.C.R. 594, at p. 599, this Court described the rule against collateral attack as follows:

It has long been a fundamental rule that a court order, made by a court having jurisdiction to make it, stands and is binding and conclusive unless it is set aside on appeal or lawfully quashed. It is also well settled in the authorities that such an order may not be attacked collaterally — and a collateral attack may be described as an attack made in proceedings other than those whose specific object is the reversal, variation, or nullification of the order or judgment.”

Garland v. Consumers’ Gas Co., 2004 SCC 25 (CanLII), para 71

15. Additionally, given the contradictory testimony and evidence of the Landlord at this hearing, I also made adverse credibility findings with respect to the Landlord’s true intentions based on their contradictory testimony compared to their previous testimony and the affidavit evidence. For this reason, the Landlord’s application must be dismissed as an abuse of process.

Compensation

16. At the hearing neither party disputed that the Tenant was given one month’s rent as compensation by waiving the rent for the month of November of 2025.
17. Under section 73.1 of the *Residential Tenancies Act, 2006* (the ‘Act’), the Board may order the return of compensation paid to a Tenant if the Board refuses to grant an eviction order but where compensation has been given under section 48.1.
18. In my view, the words “may” indicate that the return of the compensation is discretionary.
19. Having found that the Landlord has abused the Board’s process as a collateral attack on a previous decision, I decline to order the return of the compensation.
20. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Landlord’s application is dismissed.

May 8, 2026
Date Issued

Terri van Huisstede
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.