



Order under Section 69 Residential Tenancies Act, 2006

Citation: GERMISHUYS v CURRIE, 2026 ONLTB 46506

Date: 2026-06-17

File Number: LTB-L-015636-26

In the matter of: COACH HOUSE, 154 ROXTON RD
OAKVILLE ON L6H6N2

Between: JOHAN GERMISHUYS
AMBER GERMISHUYS Landlords

And

SUSAN CURRIE Tenant

JOHAN GERMISHUYS and AMBER GERMISHUYS (the 'Landlords') applied for an order to terminate the tenancy and evict SUSAN CURRIE (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 May 13, 2026.

The Landlords' Legal Representative, Berkan Altun, the first-named Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Tenant and the Landlords is terminated and the Tenant shall vacate the rental unit by June 28, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 12, 2026, the Landlords gave the Tenant an N12 notice of termination deemed served on the same date with the termination date of April 30, 2026. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation for themselves.

4. In support of this application, the Landlords filed a declaration dated February 18, 2026 which complies with the requirements of section 72(1) of the *Residential Tenancies Act*, 2006, (hereinafter referred to as the "Act.").
5. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. Although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Evidence of Landlord, Johan Germishuys (JG)

6. JG explained that the property consists of a single family dwelling and a separate rental unit known as the Coach House whereby the Tenant resides.
7. The Landlord stated that he and his spouse separated in February of 2025 and have been trying to reside close to each other for the children's sake since that time. He stated that he had previously purchased a separate house for himself but that did not work for the family so he sold that house.
8. JG stated that he and his spouse purchased this property on September 19, 2025 and their plan was for his spouse and children to live in the main house and that he would stay in the basement. The Landlord stated that he told the Tenant when he purchased the house that he expected to keep her as a Tenant.
9. JG stated that the planned living situation was not working and that he requires his own place and privacy and plans to reside in the Coach House. He stated that he needs to be close by to co-parent and support his children.
10. The Landlord confirmed that he waived the rent for March of 2026 as compensation to the Tenant.

Evidence of Tenant, Susan Currie (SC)

11. SC testified that she had conversations with the Landlords prior to and after they purchased the property. She stated that she was assured that her tenancy was secure and that they did not require her rental unit.
12. The Tenant stated that she had been through a great deal of conflict with the prior landlord, who was her employer, and that there were many rental issues between her and the previous landlord. She stated that she was grateful that the new Landlords understood her situation.
13. SC stated that the Landlords requested a meeting with the Tenant on January 10, 2026 which turned very hostile. She stated that the Landlords demanded to know what her short and long term plans were and when she would be vacating the rental unit. She stated that this was the first time that the Landlords told her that they wanted to end her tenancy.
14. The Tenant stated that the Landlords told her that they wanted to renovate the Coach House and that was why they wanted her to leave. She believes that the Landlords do not

have a genuine need for the rental unit and that they are bringing this application in bad faith.

15. SC stated that she has only been able to obtain part-time work and she has substantial legal costs for the claim for the loss of her employment and her tenant applications against the former landlord. She is seeking to delay the eviction date if that is ordered.

Analysis and Application of the Law

16. On an application before the Board, the person who seeks an order terminating the tenancy has the burden of leading sufficient evidence to establish that i) the technical requirements of the Act have been met, and ii) it is more likely than not that their version of events is true. In this case, the burden falls on the Landlord.
17. The N12 notice served pursuant to subsection 48(1)(a) of the Act allows a landlord to give a notice of termination if the landlord requires possession of the rental unit for the purpose of residential occupation for at least one year.
18. In making its determinations under section 48, the Board must also consider the good faith intent of the applicants. Under section 72 of the Act, the Board cannot terminate a tenancy and evict the tenant unless the landlords have satisfied that they are proceeding in good faith.
19. The leading case on the determination of good faith in a landlord's own use application is *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC), [2001] O.J. No. 2792 (Div. Ct.). *Salter v. Beljinac* was decided under a similarly worded section of the previous legislation. The test is whether, on a balance of probabilities, a landlord genuinely wants the rental unit and intends to occupy, or have his family member occupy, the unit as a residence. The test before me in this case is whether the Landlord genuinely intends to move into the rental unit and occupy it for a period of at least one year.
20. The subsequent case law also confirms that while the good faith of the Landlord remains the test to be applied in this application, I may also draw inferences about the Landlord's good faith from the Landlord's conduct and motives [*Fava v. Harrison* 2014 ONSC 3352 (ONSC DC)]
21. The Landlord testified in a straightforward manner at the hearing and his intention was clear that he wanted to reside close by his children so that he could continue to be involved in their lives and co-parent with his ex-spouse. The Landlord's evidence was not questioned or challenged by the Tenant when the evidence was provided. I found the Landlord's testimony credible.
22. The Tenant also testified in a straightforward manner at the hearing. The Tenant appears to be involved in significant litigation with the previous Landlord and it is understandable that she is suspicious of the new Landlord's actions. Although the Tenant alleged that the Landlord was acting in bad faith (due to their previous assurances of her tenure and their stated intention to renovate her unit), she did not provide any corroborating evidence to substantiate that view. The Landlords are separated and it is reasonable that their living arrangements may have to change during the stages of separation. Although the Tenant

requested a delayed eviction, she did not provide sufficient reasons to substantiate a delay of any kind.

23. Based on the evidence and submissions provided, I am satisfied that the N12 Notice was given in good faith and that the Landlord has a good faith intention to reside in the rental unit for the purpose of residential occupation. Accordingly, I find that the requirements set out in subsection 48(1) of the Act have been met.

Rent Deposit

24. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$71.24 is owing to the Tenant for the period from April 18, 2024 to May 13, 2026.

Relief from Eviction

25. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 June 28, 2026.
2. If the unit is not vacated on or before June 28, 2026, then starting June 29, 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 Landlord on or after June 29, 2026.

June 17, 2026
Date Issued

Carrie Bertrand
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 December 29, 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.