



Order under Section 69 Residential Tenancies Act, 2006

Citation: Wood v Hishchak, 2025 ONLTB 31878

Date: 2025-04-25

File Number: LTB-L-089199-24

In the matter of: Upper, 821 LORNE AVE
LONDON ON N5W3K9

Between: Matthew Wood
Lisa Wood

And

Denise Hishchak

I hereby certify this is a
true copy of an Order dated

APR 25, 2025

Landlord and Tenant Board

Landlords

Tenant

Matthew Wood and Lisa Wood (the 'Landlord') applied for an order to terminate the tenancy and evict Denise Hishchak (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.

This application was heard by videoconference on April 16, 2025.

The Landlords' Legal Representative, Patrick Pacheco, the Landlords 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. Therefore, the tenancy between the Landlords and the Tenant is terminated and the Tenant must move out of the rental unit on or before May 20, 2025.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 28, 2024, the Landlords gave the Tenant an N12 notice of termination with the termination date of December 31, 2024. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by themselves and their children.
4. In support of this application, the Landlords each filed a signed declaration which complies with the requirements of section 72(1) of the Act.

Evidence of the Landlord

5. The Landlord, Matthew Wood testified that he and his spouse purchased this property in December of 2023 and intended to convert the home back to a single family home. They planned to grow old in the property and keep it in the family for years.
6. The Landlord stated that they have previously provided N12 notices but those notices/applications were dismissed due to procedural issues in the applications.
7. Since purchasing the property, they have been residing in the lower portion of the house which includes a main floor, living room and dining room. Mr. Wood testified that he and his wife have been sleeping in the dining room with curtains at the doors to provide some kind of privacy. The Landlords' son is sleeping in the basement of the century home which is not suitable as a bedroom. The Landlords' daughter sleeps on a mattress on the floor when she returns from school and this situation has really affected her mental health. The Landlords' daughter will often stay at her boyfriend's place to avoid the complete disorganization of their current house and she is struggling with the lack of privacy that her own space would provide.
8. As the family has been residing in a small portion of the entire house, they have had to store the majority of their furniture. The Landlord advised that they have incurred a monthly cost of \$588.00 for storage expenses due to their living situation since February of 2024 and this expense continues.
9. The Landlord advised that they do not own any other property whereby they could reside until the upper portion of the house becomes vacant.
10. Finally, the Landlord testified that he paid \$1,450.00 in compensation to the Tenant prior to the termination date of December 31, 2024.

Evidence of the Tenant

11. The Tenant, Denise Hischak, testified that she has resided in the upper unit of this rental unit for the past 7 years. Her current financial situation has made moving out of this unit impossible.
12. The Tenant described how she feels that she has been harassed by the Landlord and his family and that they have alleged that she is running a prostitution ring which she vehemently denies. Further she stated that the Landlords will not allow her to have a roommate in her apartment and she feels bullied by the Landlords.
13. In cross-examination, the Tenant admitted that she believed that the Landlords and their family would be moving into the whole house. She stated that she had no reason to believe that they would not be moving in.

Analysis and Application of the Law

14. 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.

15. 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.
16. 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.
17. Subsection 202(1) of the Act states: "In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants, and in doing so... may have regard to the pattern of activities relating to the residential complex or the rental unit.
18. All parties testified in a straight-forward manner.
19. The Landlord's application to terminate the Tenant's tenancy is reasonable and understandable in the circumstances. The Landlord requires space for his entire family and their intention to convert the entire house into a single family home has never wavered since purchasing the property in December of 2023.
20. Although the Tenant feels harassed by the Landlords, she did not provide persuasive oral evidence or documentation to support those allegations. The Tenant's allegations may be brought forward in a tenant application if the Tenant chooses to do so but these allegations are not considered in this test of the Landlord's good faith.
21. The Tenant ultimately testified that she believed that the Landlord and his family would be moving into the entire house and that she had no reason to doubt those intentions.
22. 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.

Section 83 – Relief from Eviction

23. The Landlord requested a standard 11-day eviction order.
24. The Tenant stated that she was physically not well and was awaiting surgery for abdominal issues. She also stated that she suffers from complex PTSD and she is unable to work due to her condition. Although the Tenant was provided with notice approximately 6 months ago, it is not clear what if any efforts by the Tenant have been made with respect to securing new housing. Further the Tenant stated that she has required abdominal surgery since the pandemic but did not provide any evidence to suggest that this surgery was imminent. Without supporting evidence to corroborate the Tenant's health condition, I am not prepared to delay the eviction beyond what I have set out below.
25. Based on the submissions provided by the Tenant, I am satisfied that the Tenant's issues warrant delaying the eviction (by two weeks) until May 20, 2025.

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 May 20, 2025.
2. If the unit is not vacated on or before May 20, 2025, then starting May 21, 2025, the Landlord 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 May 21, 2025.

April 25, 2025
Date Issued

Carrie Bertrand

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 November 21, 2025 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.