



Order under Section 69 Residential Tenancies Act, 2006

Citation: McCulloch v KREGAR, 2026 ONLTB 4575

Date: 2026-01-21

File Number: LTB-L-089885-25

In the matter of: 25, 1134 Hwy 17 West
North Bay ON P1B8G5

Between: 223184 Ontario Inc. o/a Oasis Trailer Park Landlord

And

MIKE KREGAR Tenant

223184 Ontario Inc. o/a Oasis Trailer Park (the 'Landlord') applied for an order to terminate the tenancy and evict MIKE KREGAR (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

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 January 5, 2026.

The Landlord, the Landlord's son, Tanner McCulloch and the Tenant attended the hearing. The parties agreed that the proper Landlord is 2231284 Ontario Inc. o/a Oasis Trailer Park and as such, the application was amended on my own motion.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, an order imposing conditions for the next 12 months shall issue allowing the Tenant to preserve their tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 6, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served on the same date. The notice of termination contains the following allegations: the rent has persistently been paid late from January 1, 2025 through October of 2025. A ledger was attached showing the Tenant's late payments for the above mentioned dates.

4. The Landlord advised that after serving the N8 notice of termination on the Tenant, the Tenant paid October's rent on October 7, 2025, paid November's rent late and paid December's rent late. Further the Landlord stated that as of today's date, January's rent had not been paid.
5. The Tenant advised that he has experienced some financial problems over the last year which has caused him to be unable to pay the rent on time to the Landlord.
6. The Tenant stated that now that his financial problems are under control, he would very much like the opportunity to pay his rent on time for a 12-month period and continue his tenancy.
7. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Act* and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the *Act*. I find that a pay-on-time order is appropriate in these circumstances. As termination is a remedy of last resort, I find that the Tenant should be given another opportunity with a pay-on-time order.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the Landlord monthly rent owing on or before the first day of each month commencing February 1, 2026 and continuing thereafter until and including January 31, 2027.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Act*, for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the Board without notice to the Tenant.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application by February 28, 2025.
5. If the Tenant fails to make the payment owing under paragraph 4, and by the date required, the balance owing under paragraph 4 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the *Act*.

January 21, 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.