



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105633-25

In the matter of: 97, 177 Bayview Dr
Barrie ON L4N4Y6

Between: 177 Bayview Drive Limited c/o Realstar Corp. Landlord

And

Robert Cretzman Tenant

177 Bayview Drive Limited c/o Realstar Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Cretzman (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 February 2, 2026.

Only the Landlord's representative Faith McGregor attended the hearing.

As of 9:43am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

The Landlord is no longer seeking per diem compensation and the application was amended accordingly.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy will be terminated on April 4, 2026.
2. The Landlord served a notice of termination under section 58(1). This section sets out the following

58(1) A landlord may give a tenant a notice of termination of their tenancy of any of the following grounds:

- The tenant has persistently failed to pay rent on the date it becomes due and payable.
3. The Tenant was in possession of the rental unit on the date the application was filed.
 4. The rent is due on the first of each month and this is a month-to-month tenancy.
 5. On December 9, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of February 28, 2026.
 6. The notice of termination contains that for the period from January 1, 2025, to December 1, 2025, the Tenant paid the rent late 11 times out of 12 months. This is supported by the Landlord's accounting ledger providing specific payment information and payment dates over this period.
 7. I am satisfied based on a balance of probabilities and based on the uncontested evidence of the Landlord, that the Tenant has persistently failed to pay rent the date it was due.
 8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction:

9. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. The Landlord seeks termination of the tenancy and submits that despite service of the N8 notice of termination, the Tenant has continued to not pay rent on the date it is due. Since the notice of termination was given the Tenant has made the following payments with respect to their monthly rent.
 - January 1, 2026, no rent payment made;
 - February 1, 2026, no rent payment made as of the hearing date.
11. This supports a finding that the Tenant's late rent payment pattern continued after the N8 notice of termination was issued. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlord's application for an eviction order. Given the Tenant's ongoing behaviour to pay the rent after it is due and owing, I am satisfied a conditional order to "pay on time" is not appropriate in these circumstances.
12. This order contains all the reasons within it and no further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 4, 2026.
2. If the unit is not vacated on or before April 4, 2026, then starting April 5, 2026, 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 April 5, 2026.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 5, 2026, at 4.00% annually on the balance outstanding.

March 24, 2026
Date Issued

Reshad Nazeer
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 October 5, 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.