



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

File Number: LTB-L-095985-25

In the matter of: 107, 221 GLENRIDGE AVE
ST CATHARINES ON L2T3Y7

Between: Homestead Land Holdings Limited Landlord

And

Cinthia Diamond Rougoor Tenants
Kirby Parkins

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Cinthia Diamond Rougoor and Kirby Parkins (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 3, 2026.

The Landlord's legal representative, Prathana Bhat and the Tenant, Kirby Parkins attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,193.25. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.23. This amount is calculated as follows: \$1,193.25 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$7,728.69.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,165.05 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

Relief from eviction

9. At the hearing, the Landlord's legal representative requested a standard 11-day eviction order, but submitted that the Landlord would be prepared to allow the Tenants additional time, until March 31, 2026, to address their financial circumstances. The Landlord further submitted that the Tenants have made no payments since the application was filed. In addition, the Landlord advised that an L2 application (LTB-L-096004-25) has been filed based on an N5 Notice of Termination concerning alleged behavioural issues and damages, for which the Landlord claims approximately \$4,800.00. That application is scheduled to be heard on February 10, 2026.
10. The Tenant submitted that he has been unable to work due to a back injury and is awaiting a return to employment. He further stated that his ability to resume work is contingent on obtaining approval for a Tier 2 gaming licence, for which no timeline has been established.
11. The Tenant requested a repayment plan, stating that he would be able to address the arrears upon resuming employment. He proposed biweekly payments of \$200.00 to \$300.00 toward the arrears, with increased payments once his employment recommences. The Tenant also stated that he currently has no income.
12. Based on the Tenant's evidence, I am not satisfied that the tenancy is viable. The Tenant does not presently have sufficient income to pay the ongoing rent or make payments toward the arrears, which results in significant prejudice to the Landlord. While the Tenant indicated an intention to repay both the arrears and ongoing rent, he was unable to provide confirmation as to when his employment would resume or the amount of income he expects to earn.
13. I have considered all of the evidence before me, including the Tenant's request for an extension of time on the basis that eviction would cause hardship. While I accept that eviction will have adverse consequences for the Tenant, I find that this hardship is outweighed by the prejudice to the Landlord. The Tenant remains in substantial arrears, has made no payments since the application was filed, and currently has no income with no confirmed timeline for the resumption of employment. As a result, there is no reliable basis to conclude that the Tenant will be able to meet ongoing rent obligations or repay the arrears within a reasonable time.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants 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 Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$9,107.94 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,301.19 if the payment is made on or before April 5, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after April 5, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 5, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$5,675.76. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$39.23 per day for the use of the unit starting February 4, 2026 until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before April 5, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 6, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 5, 2026, then starting April 6, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. 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 6, 2026.

March 25, 2026
Date Issued

Christina Philp
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 expires on October 6, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$8,921.94
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$9,107.94

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 5, 2026

Rent Owing To April 30, 2026	\$10,115.19
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$10,301.19

C. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$6,653.13
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,165.05
Total amount owing to the Landlord	\$5,675.76
Plus daily compensation owing for each day of occupation starting February 4, 2026	\$39.23 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	