



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

File Number: LTB-L-000194-26

In the matter of: 97, 177 BAYVIEW DR
BARRIE ON L4N4Y6

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

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 did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on March 16, 2026.

The Landlord's Legal Representative, Faith McGregor, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,159.57. It is due on the 1st day of each month.
4. The rent arrears owing to March 31, 2026 are \$16,025.33.
5. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$16,231.33.
8. 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 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.
9. The Landlord submitted that they have attempted to enter into payment plans with the Tenant and that there have been previous LTB proceedings regarding rent arrears. The Landlord indicates that this is a repeated issue with the Tenant seeks a standard order of termination.
10. The Tenant submitted that he has recently secured employment that pays \$4,800.00/month plus commissions. He indicated that he has several years of tax returns to file and expects to receive funds back from the CRA. He lives in the rental unit with his children, of which he has joint custody.
11. The Tenant wishes to preserve his tenancy and submitted that he would be able to pay the outstanding arrears over a 12-month period and continue to pay his monthly rent.
12. According to section 83 of the Act, when the Board hears an application for an order evicting a tenant, the Board must consider whether there are any circumstances that support granting relief from eviction. The Act is remedial legislation, and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated:

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
13. I acknowledge eviction is a remedy of last resort. On a balance of probabilities, I am satisfied that the Tenant will be able to satisfy his proposed payment plan, particularly in light of his current income and generally improving financial circumstances.
14. I do not find the length of the proposed plan to be unreasonable in the circumstances. Having considered the parties' respective positions and the Tenant's personal circumstances, I find that a conditional order is appropriate. Any prejudice to the Landlord is mitigated by the inclusion of a section 78 clause in this order.

It is ordered that:

1. The Tenant shall pay to the Landlord \$16,231.33 for arrears of rent up to March 31, 2026 and unpaid NSF charges and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Due Date	Amount Due
On or before the 1 st day of the month for the period May 1, 2026 to March 1, 2027	\$1,352.61/month
On or before April 1, 2027	\$1,352.62

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 1, 2026 to April 1, 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

April 28, 2026
Date Issued

 Curtis Smith
 Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.