



Order under Section 69 Residential Tenancies Act, 2006

Citation: Riemland v Stevens, 2026, ONLTB 44761

Date: 2026-06-08

File Number: LTB-L-025352-26

In the matter of: 3, 428 ONTARIO RD
WELLAND ON L3B5C6

Between: Victor Riemland Landlord

And

Tammi-Lynn Stevens Tenant

Victor Riemland (the 'Landlord') applied for an order to terminate the tenancy and evict Tammi-Lynn Stevens (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord 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 Notice). The Tenant 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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,095.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.00. This amount is calculated as follows: \$1,095.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$5,920.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

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 not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
10. The Tenant does dispute the arrears owing. She does not want to maintain the tenancy, but seeks some additional time until the end of July to find alternative housing.
11. She has resided in the rental unit since September, 2022 with her two daughters ages 5 and 9 who attend school in the area. She states that things have been chaotic since the passing of her husband in April of 2024.
12. She is saving for a first and last month rent on alternative housing, but indicated that she can not afford to pay rent and save for alternative housing.
13. The Landlord seeks termination of the tenancy as soon as possible, as the Tenant has not paid any money toward rent since February. The Landlord states that he is behind on his payments for his expenses associated with the rental unit and can't afford to not receive rent from the Tenant.
14. Having considered all of the disclosed circumstances of both parties a brief delay in eviction would be appropriate to permit the Tenant's daughters to finish the school year at their current school with minimal disruption. In my opinion this slight delay will only minimally prejudice the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$6,106.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 30, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,119.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$36.00 per day for the use of the unit starting June 4, 2026, until the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 June 30, 2026.

June 8, 2026
Date Issued

Sean Ramage
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 December 20, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 19, 2026

Rent Owing to June 30, 2026	\$5,920.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,106.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing to Hearing Date	\$4,933.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,119.00
Plus, daily compensation owing for each day of occupation starting June 4, 2026,	\$36.00 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	