



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

File Number: LTB-L-017103-26

In the matter of: 209, 268 OAKDALE AVE
ST CATHARINES ON L2P2K4

Between: 1000395289 Ontario Inc. c/o Extreme Property Management Inc. Landlord

And

Larissa Kreamer Tenant

1000395289 Ontario Inc. c/o Extreme Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Larissa Kreamer (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 5, 2026.

The Landlord's legal representative, Adam Hamdani and the Tenant's legal representatives Tiffany Harding and Josh McDougall attended the hearing.

Determinations:

1. The Tenant's legal representative requested an adjournment. For the oral reasons provided at the hearing, that request was denied.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,065.31. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$35.02. This amount is calculated as follows: \$1,065.31 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to May 31, 2026 are \$5,991.67.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from eviction

10. The Landlord's representative requested a standard eviction order. They submitted that the Tenant has made no payments since the application was filed and that the arrears continue to accrue. The Landlord's representative also submitted that, despite the Landlord's attempts to contact the Tenant to discuss a repayment plan, the Tenant has not responded.
11. The Tenant's representative, Tiffany Harding, submitted that the Tenant had been unemployed and had experienced financial hardship in recent months due to multiple deaths in her family and mental health challenges. The Tenant's representative also submitted that the Tenant obtained employment in April 2026. However, no documentary or other evidence was provided to substantiate the Tenant's employment, income, or mental health circumstances. The Tenant did not attend the hearing to provide evidence regarding these matters, and the Tenant's representative was unable to provide details regarding the Tenant's employer, earnings, or current financial circumstances.
12. I have nevertheless considered the submissions made on the Tenant's behalf and acknowledge that termination of the tenancy may result in hardship to the Tenant. However, there is insufficient evidence before me to conclude that the Tenant is presently in a position to preserve the tenancy, repay the arrears, or maintain ongoing rent payments. No repayment proposal was advanced, and no evidence was provided regarding the amount of time the Tenant would require to secure alternate accommodations.
13. I have also considered the prejudice to the Landlord if the tenancy continues. The undisputed evidence was that the Tenant has made no payments since the application was filed and that the arrears continue to accrue. The Landlord's representative submitted that attempts were made to contact the Tenant to discuss a repayment arrangement, but the Tenant did not respond. The Landlord continues to be deprived of rental income while the arrears increase.
14. I have weighed the prejudice to both parties. While I recognize that eviction may cause hardship to the Tenant, the evidence before me does not establish a reasonable basis upon which the tenancy can be preserved. In contrast, refusing the application would require the Landlord to continue the tenancy despite ongoing non-payment of rent, increasing arrears, and the absence of any evidence that the Tenant is able to remedy the arrears within a reasonable period of time.
15. Having considered all of the circumstances, I find that the prejudice to the Landlord if the tenancy is preserved outweighs the prejudice to the Tenant if the tenancy is terminated. Accordingly, I am satisfied that it would not be unfair to grant the Landlord's application.
16. At the hearing, I indicated that I would consider extending the termination date to May 31, 2026 to provide the Tenant with additional time to either pay the arrears or secure

alternate accommodations. Given the date of issuance of this Order, that date has now passed. In the circumstances, there is no basis to further delay the eviction, and a standard eviction order shall be issued.

17. 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 Tenant 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 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:**
 - \$7,242.98 if the payment is made on or before June 27, 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 27, 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 27, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,287.46. 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 \$35.02 per day for the use of the unit starting May 6, 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 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 28, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 27, 2026, then starting June 28, 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 28, 2026.

June 16, 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 December 28, 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 27, 2026

Rent Owing To June 30, 2026	\$7,056.98
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,242.98

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

Rent Owing To Hearing Date	\$5,101.46
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,287.46
Plus daily compensation owing for each day of occupation starting May 6, 2026	\$35.02 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	