



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: deruiter v Tygesen, 2026 ONLTB 47837

Date: 2026-06-23

File Number: LTB-L-014153-26

In the matter of: 128 Queen st
Strathroy ON N7G2H8

Between: John Deruiter Landlord

And

Crystal Tygesen Tenant

John Deruiter (the 'Landlord') applied for an order to terminate the tenancy and evict Crystal Tygesen (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on June 2, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 16, 2026, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the allegation that the Tenant has failed to pay the water bill arrears in the amount of \$2,259.59.
4. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination. The water bill remains outstanding and further arrears are owing. As of the

hearing date, the water bill arrears are agreed to be \$2,593.62. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlord collected a rent deposit of \$828.75 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$79.40 is owing to the Tenant for the period from January 1, 2022 to June 2, 2026.
7. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
8. The Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
9. The Landlord has incurred or will incur reasonable out-of-pocket expenses of \$2,593.62 as a result of the Tenant's failure to pay the water costs.
10. The Tenant lives there with her two young children. She wants to stay there and is willing to enter into a payment plan. This proposal is reasonable and provides the parties with results that are appropriate in the circumstances. The Tenant will be able to maintain her home and the Landlord will be made whole by the repayment plan. The Tenant proposed paying \$2000.00 by June 2, 2026, and a further \$85.00 two weeks after (June 16, 2026) to support her determination that she wants to maintain this relationship and her tenancy. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall make the following payments: (note dates noted for the first two payments below have been adjusted based on the order issuance date)
 1. \$2,000.00 between June 2, 2026 and no later than June 28, 2026, water bill arrears
 2. \$85.00 between June 16, 2026 and not later than June 28, 2026, monthly water bill payment
 3. \$85.00 July 1, 2026 monthly water bill payment
 4. \$200.00 July 15, 2026 water bill arrears
 5. \$85.00 August 1, 2026 monthly water bill payment
 6. \$200.00 August 15, 2026 water bill arrears

7. \$85.00	September 1, 2026	monthly water bill payment
8. \$200.00	September 15, 2026	water bill arrears
9. \$85.00	October 1, 2026	monthly water bill payment
10. \$85.00	November 1, 2026	monthly water bill payment
11. \$85.00	December 1, 2026	monthly water bill payment
12. \$85.00	January 1, 2027	monthly water bill payment
13. \$85.00	February 1, 2027	monthly water bill payment
14. \$85.00	March 1, 2027	monthly water bill payment
15. \$85.00	April 1, 2027	monthly water bill payment
16. \$85.00	May 1, 2027	monthly water bill payment
17. \$85.00	June 1, 2027	monthly water bill payment

3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
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 in paragraph 4 of this order on or before July 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 5, 2026, at 4.00% annually on the balance outstanding.

June 23, 2026

Date Issued

Jeanie Theoharis

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.

