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Capilano Developments Inc. v Larre, 2026 SKORT 314

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OFFICE OF RESIDENTIAL TENANCIES
SASKATCHEWAN

Application 259368

Citation: **Capilano Developments Inc. v Larre, 2026 SKORT 314**
Date: **4/16/2026**
Hearing Officer: **Denita Bergen**
Judicial Centre: **Saskatoon**

BETWEEN:

Capilano Developments Inc.

CLAIMANT/LANDLORD

- and -

Sheri Larre

RESPONDENT/TENANT

Appearing:

S.B. for the Landlord
Mike Derbowka legal representation for the Landlord
No one for the Tenant

NATURE OF APPLICATION AND ONUS:
[1] The Landlord seeks an Order for possession of the rental premises pursuant to sections 57 and 70(6) of *The Residential Tenancies Act, 2006* because the Tenant is alleged to be overholding after service of a notice that terminated the tenancy. The notice of termination alleges that the Tenant is 15 days or more in arrears of rent. The Landlord seeks an Order against the Tenant in the amount of $4,000.00 for rent arrears. The Landlord also seeks the $50.00 fee paid to bring this application. The Landlord initiated this application and bears the onus of proving its claims on a balance of probabilities. The courts have interpreted this standard to mean that a decision-maker must be satisfied there is sufficiently clear, convincing and cogent evidence to support the claim and the value of the alleged damages: see Chief Justice M.D. Popescul's comments at paragraph 20 of *Hamilton v. Turner*, 2018 SKQB 140 (CanLII).

HEARING DETAILS:
[2] A hearing was held on April 14, 2026, by telephone.

PARTICIPANTS:
[3] Evidence was presented or given by the following persons: S.B., and Mike Derbowka.

SERVICE OF DOCUMENTS:
[4] The Notice of Hearing has come to the attention of the Tenant.

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ARGUMENTS, EVIDENCE AND FINDINGS:

[5] The initial hearing was scheduled and held on April 9, 2026, at 11:15 a.m. The Tenant appeared at the hearing and provided her perspective, disputing the total amount of rent arrears claimed. She stated that she had made a payment of $2,000.00 on March 5, 2026; however, she did not provide evidence of this payment at the time of the hearing. The Tenant further advised that she was unable to access the online portal because she had not been provided with the required claim link code. Upon review of the evidence, I found that the Tenant had, in fact, not been provided with the required code necessary to upload her evidence. In the interest of justice and fairness, I therefore set the matter aside to allow the Tenant an opportunity to submit any supporting documentation, as confirmation of a $2,000.00 payment would significantly reduce the amount of rent arrears owing.

[6] The re-hearing took place on April 14, 2026, at 9:00 a.m., providing the Tenant with ample time to upload her evidence for consideration. In preparation for the hearing, I noted that the Tenant had not uploaded any additional evidence and had not registered to appear. In an effort to reach the Tenant, I called her previously registered telephone number at 9:00 a.m. and again at 9:02 a.m. On both occasions, the Tenant did not answer, and I was unable to leave a voicemail, as a recording stated, "this customer is unable to receive your call." Based on these circumstances, I conclude that the Tenant chose not to appear. As the Tenant was properly served with notice of this new hearing, and the notice advised that an order could issue in her absence should she fail to attend, I determined that it was just and equitable for the hearing to proceed.

[7] Further evidence submitted by the Landlord's agent included screenshots of text message conversations between the agent and the Tenant. These messages contain screenshots purporting to show two e-transfer payments allegedly made by the Tenant: one in the amount of $200.00 and another in the amount of $2,000.00. The agent and her legal counsel advised that both screenshots display an incorrect email address for the Landlord and further expressed concerns that the images appear to have been manipulated to suggest that rent payments were made. Upon review of the screenshots, I am satisfied that the images have been tampered with and that the incorrect email address was used.

[8] The rental unit is located at 1307 Osler Street in Saskatoon, Saskatchewan. The rent ledger submitted by the Landlord confirms that rent is $2,000.00 per month, due on the first day of each month. It also establishes that, as of March 11, 2026—the date the Notice to Vacate was served—the Tenant was at least 15 days in arrears, owing $4,000.00. The agent for the Landlord confirms that $0.00 has been paid by the Tenant to the Landlord since the Notice to Vacate was served, and I therefore find that at the date of the hearing the amount of rent 15 or more days in arrears is $4,000.00. I note that April 2026 remains unpaid.

[9] I am therefore satisfied on a balance of probabilities that the Landlord has established a legal basis for an order pursuant to section 57 of the Act. The Landlord is entitled to rely on the terms of the tenancy agreement and is not obligated to continue the tenancy under these circumstances.

[10] Subsection 70(6) of the Act requires me to consider whether it is just and equitable to issue an order for possession. Recent decisions issued by the Court of King's Bench for Saskatchewan,

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and in particular *Bell v. Mainstreet Equity Corp. and The Office of Residential Tenancies*, 2024 SKKB 68 (CanLII), have provided a framework for factors I should take into consideration, and I follow that guidance. The tenancy began on January 1, 2026. The rent ledger entered into evidence establishes that no payment toward rent has been made in 2 months. I note that the Tenant did not attend, and so did not provide any information with respect to the reasons for the current arrears, her source of income, any impediments to receiving her income from the source or the possibility the rent could be paid directly to the Landlord from the source, or to the circumstances of any other family members living with the Tenant.

[11] As directed by *Bell*, in the absence of the Tenant I posed these questions to the agent for the Landlord. The Tenant does not list a source of income on the rental agreement, and the Landlord does not know of any source of income for the Tenant. There is no evidence the Tenant receives benefits from Social Services for payment of rent so there is no evidence of any possibility that the rent could be paid directly to the Landlord from the source, as private employers are unlikely to do so. The Tenant did not give the Landlord any reason for the arrears, and the Landlord does not know of any. The Landlord is aware of children that live in the unit but has no specific information with respect to any other family members that may live with the Tenant – the Tenant is the only persons listed on the rental agreement and no other occupants are listed. The agent for the Landlord advises no practice had developed between the parties for the payment of past arrears.

[12] Justice and equity do not demand that the Landlord carry the Tenant through difficult financial times or provide free accommodation for those who have contracted to pay for accommodation and then do not abide by the contract. Justice and equity do not demand that the Landlord endure repeated breaches of the Act, the regulations or the rental agreement.

[13] At paragraph 58 of *Heuck v Janz*, 2024 SKKB 76 (CanLII), Robertson J. writes:

> [58] I pause to note that the "just and equitable" criteria as a residual criterion ensures that the law is applied to achieve justice and not injustice. The purpose of law in our constitutional democracy is to promote justice. That is its proper purpose. Laws, like any tool, can be employed for improper purpose. When that occurs, the result may be lawful, but unjust. To avoid that perverse result, the Act gives hearing officers a residual discretion to decline to make an order if it would not be just and equitable.

[14] With consideration to the factors discussed above and with regard to section 42 of the Act, I am satisfied that an order for possession in this case accords with justice and equity in that it is not a perverse result but is lawful and just. Given this, I will also allow the Landlord's claim for the $50.00 fee paid to bring this application.

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ORDER:

[15] Accordingly, I hereby Order pursuant to sections 57 and 70 of *The Residential Tenancies Act, 2006* that:

i. The Landlord, **Capilano Developments Inc.**, be given possession of the rental unit and that a Writ of Possession be issued directing the Sheriff at the Judicial Centre of **Saskatoon** to place the Landlord into possession of the rental unit immediately; and

ii. The Tenant, **Sheri Larre,** pay the Landlord, **Capilano Developments Inc.**, the amount of **$4,050.00**.

Dated at **Regina, Saskatchewan** this **16th** day of **April, 2026**.

Denita Bergen
Hearing Officer

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