



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

Citation: COONEY v BLACKLOCK, 2026 ONLTB 18927

Date: 2026-03-04

File Number: LTB-L-106865-25

In the matter of: 3, 586 SHIRLEY ST
CHELMSFORD ON P0M1L0

Between: Thomas Cooney Landlord

And

Amanda Blacklock Tenant

Thomas Cooney (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Blacklock (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises. (N5 notice).
- the Tenant has been persistently late in paying the Tenant's rent. (N8 notice).

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property.

This application was heard by videoconference on February 26, 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 in the N8 notice of termination only. As a result, the tenancy will continue by way of a conditional order and the Landlord's claim for out-of-pocket expenses for undue damages will be dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed and remained in possession as of the hearing date.

N5 Notice of Termination:

3. The Landlord's N5 notice of termination was served to the Tenant on November 25, 2025 and alleges that the Tenant has substantially interfered with the reasonable enjoyment of the Landlord and other residents and that the Tenant has caused wilful and/or negligent damages to the rental unit.
4. At the hearing the Landlord withdrew the portion of the N5 alleging substantial interference. Therefore, the matter proceeded to only consider the allegations of damages.
5. The property is a detached dwelling consisting of three rental units.
6. The Landlord testified that on November 22, 2025 he observed a broken screen on the exterior of the living room window. The Landlord submitted into evidence a photograph of the broken screen after it was removed (LL exhibit #1).
7. The Landlord did not witness the Tenant damaging the screen, nor did he know how the screen itself was damaged. The Landlord believes that the Tenant broke the screen by crawling through the window. To support this assertion, the Landlord relied on a text message sent by the Tenant on December 18, 2022, where she advised that she was locked out of the rental unit and got in through the kitchen window (LL exhibit #2).
8. The Landlord obtained a quote of \$120.00 to replace the window screen (LL exhibit #3).
9. The Tenant disputed causing the damages alleged in the Landlord's notice. The Tenant testified that she never opens the living room window and believes that the broken screen may have been caused by either wear and tear or the Landlord's landscaper when cutting the grass.
10. Based on the evidence and submissions before the Board, I am not satisfied that the Tenant, an occupant or a permitted guest of the Tenant wilfully or negligently damaged the living room window screen. As this is the Landlord's application, the onus rests with the Landlord to prove the alleged conduct on a balance of probabilities.
11. In this case, the Landlord had no witnesses present at the hearing to confirm that the Tenant damaged the screen and the Tenant disputed that the screen broke because of her actions. Although the Landlord believes that the Tenant broke the screen by crawling through the window, I find that there is insufficient evidence to make such a finding. Although the Landlord submitted into evidence a text message confirming that the Tenant previously entered the rental unit through a window when locked out, this incident occurred three years prior to the Landlord discovering the damaged screen and related to a separate window.
12. I therefore find that the Landlord has failed to meet their burden in proving that the Tenant wilfully and/or negligently damaged the living room window screen. As such, this portion of the application is dismissed.

N8 Notice of Termination:

13. The Landlord's N8 notice of termination was served to the Tenant on November 25, 2025. The N8 notice asserts that the Tenant has been persistently late in paying the rent.
14. The parties agree that the monthly rent is due on the 1st day of each month.
15. The Tenant did not dispute that from November 2024 to October 2025, the rent was paid late each month. As such, I find that the Tenant has been persistently late in paying the rent for the period alleged on the N8 notice.
16. The parties agreed that since the N8 notice was issued, that the Tenant paid the rent for January and February 2026 in full and on time.
17. At the hearing the Tenant requested a conditional order to preserve her tenancy. The Tenant stated that she could pay her rent on time commencing March 1, 2026. The Landlord did not oppose this requested relief.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. 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.
 - a) The Tenant shall pay to the Landlord the lawful monthly rent as it comes due in full and no later than the first day of each month commencing March 2026 through to February 2027.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 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.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before March 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding.

March 4, 2026
Date Issued

Fabio Quattrociocchi
Member, Landlord and Tenant Board

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