



Order under Section 74(14) Residential Tenancies Act, 2006

Citation: Blossier v Kazmi, 2026 ONLTB 22951

Date: 2026-03-17

File Number: LTB-L-068423-25-SA-VO

In the matter of: 411, 200 LETT ST
OTTAWA ON K1R0A7

Between: Norma Herrera Blossier Landlord

And

Syed Zain Kazmi Tenant
Nicole Suzanne St. Maurice

Syed Zain Kazmi and Nicole Suzanne St. Maurice (the 'Tenant') filed a motion to set aside order LTB-L-068423-25 because, before the eviction order was enforced, the Tenant paid the amount required under subsection 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') to void the order.

This motion was heard by videoconference on March 13, 2026.

The Landlord's Representative, Arthur Zask, the Tenant's Representative, Ana Harbuz, and the Tenant attended the hearing.

Determinations:

1. The Tenant has not previously made a motion under subsection 74(11) of the Act to set aside an eviction order during this tenancy.
2. Order LTB-L-068423-25-SA was issued October 7, 2025. The order granted the set aside of ex parte order LTB-L-068423-25 and replaced it with an order voidable pursuant to section 74 of the *Residential Tenancies Act, 2006* (the 'Act'). To void this order pursuant to section 74(4) of the Act, the Tenant was required to pay \$23,926.67 on or before October 7, 2025. The order clarified that this was the termination date was an oral decision made on September 29, 2025, and was clearly articulated to both parties.
3. The Tenant appealed the order to Divisional Court on October 14, 2025 (file number DC-25-3097)
4. On February 19, 2026, the Divisional Court determined that the Appellant (Tenant) breached the conditions set out by the Court on January 15, 2026: the Tenant failed to pay the Respondent (Landlord) \$25,563.62 by February 15, 2026. The Divisional Court

ordered the Tenant to pay the Landlord \$26,116.83 in rent arrears by 5pm on February 19, 2026.

5. In an endorsement issued by the Divisional Court on March 3, 2026, the Court addressed a document submitted by the Tenant that stated an amount of \$27,001.00 had been paid to the Landlord, however the Landlord submitted that the payment had not been received. The Court agreed that the submission made by the Tenant did not show that the payment was made, because the document submitted stated "Your money is on the way!" but did not indicate that the payment was received.
6. On March 3, 2026, the Divisional Court granted the Landlord's motion to quash the Tenant's appeal due to breaches of specific conditions, including that rent arrears be paid by February 19, 2026.
7. On March 4, 2026, The Tenant made a declaration to the LTB stating that they had paid a total of \$38,751.00 as of March 4, 2026. The declaration stated that the following payments were made:
 - a) \$2,950.00 on February 1, 2026
 - b) \$27,001.00 on February 19, 2026
 - c) \$1,100.00 on February 26, 2026, and
 - d) \$7,700.00 on March 4, 2026.
8. The parties do not contest that payments of \$2,950.00 made on February 1, 2026, or \$1,100.00 on February 26, 2026, had been received.
9. The Landlord submitted bank records showing that neither the \$27,001.00 payment nor the \$7,700.00 payment had been received by the Landlord.
10. The Landlord submitted the proof of payment made by the Tenant at the Divisional Court Case Conference on March 3, 2026. As the Divisional Court observed, the heading stated that "Your money is on the way!" does not prove receipt of payment.
11. The Tenant provided a bank statement from Simplii Financial (DOC-7560827) that allegedly showed the EFT "Transfer to Norma" of \$27,017.99 made on February 19, 2026. I did not find this document to be credible for several reasons:
 - a) The Bank account statement at the 3rd line from the bottom on page 2 referred to the payment as an "EFT Withdrawal- Transfer to Norma" and the amount was \$27,017.99, despite the payment being sent to the Landlord being \$27,001.00. The document that had been presented to the Divisional Court as proof of payment showed that the cost of the transaction was \$16.99, however that document did not have any indication that it had come from Simplii Financial and appeared generic. It was not possible to determine whether the transfer originated from Simplii Financial, or a third party.
 - b) The second-last line of page 2 of the Tenant's Simplii bank statement showed a transfer into the account of \$28,512.99 when the account balance as of February 18, 2026, had been a balance of \$0.00 (last line of page 2). The third-last line of page 2 shows the transfer of \$27,017.99 for the "EFT Withdrawal- Transfer to Norma", however the account balance at that point showed an anomaly in the

calculations: the balance after the payment was \$1,495.01, even though \$28,512.99 less \$27,017.99 = \$1,495.00. There is a one cent discrepancy, an error that is not made by banking software, and, on a balance of probabilities, more likely indicates alteration of the record.

- c) The Tenant knew coming into this motions hearing that he had already been accused of falsifying records by the Landlord; this issue was brought up at the LTB set aside hearing on September 29, 2025, and at the Divisional Court. The Tenant had opportunity to attain certified bank records from Simplii (via CIBC) to support these payments however chose to rely on another screenshot. I cannot help but draw a negative inference from this omission.

12. Based on this information, I do not find the Tenant's bank statement to be credible.
13. Based on the evidence before me, I am not satisfied that the \$27,001.00 was paid to the Landlord. Since no evidence was provided by the Tenant regarding the \$7,700.00 payment on March 4, 2026, I am also not satisfied that this payment was made.
14. Once this determination was orally made, the Tenant requested to withdraw their motion to void. Pursuant to section 200(4) of the Act, an applicant may withdraw an application with the consent of the Board. Granting this request would mean that this motion to void would be withdrawn. Pursuant to section 74(12) of the Act, a tenant, throughout the whole duration of a tenancy, is only permitted to make one motion to void pursuant to section 74(11) of the Act. Allowing the Tenant to withdraw would provide the Tenant another opportunity to make a motion to void. Based on the history of the Tenant's actions, I find that doing so would allow the Tenant to abuse the processes of the Board and the legal system to again, delay eviction. Furthermore, the request was made when I no longer required to hear any more evidence and had enough information to make an informed decision. For this reason, the Tenant's request to withdraw their motion was denied.
15. Pursuant to section 74(11) of the Act, a tenant may void an order if they pay the amount owing on the order as well as any new rent that has come due since the termination date. LTB-L-068423-25-SA, issued on October 7, 2026, ordered the Tenant to pay \$23,926.67 on or before October 7, 2025. The original conditional order, LTB-L-030530-25, issued on July 28, 2025, determined that rent was \$2,950.00/month and due on the 1st of the month. Based on this information, the Tenant would have been required to have paid \$38,676.67 as of the hearing date. As of this date, the amount paid is \$34,626.67 deficient of voiding this order.
16. Therefore, the Tenant has not voided this order.
17. Therefore, the Tenant's motion to void is denied.
18. The Tenant asked for a delay in the lifting of the stay on order LTB-L-068423-25-SA to allow him additional time to vacate the rental unit. The Tenant's request is denied. The Tenant was found to have abused the processes of both the LTB and the Divisional Court. It has been reasonably foreseeable that an eviction was imminent, and the Tenant has already delayed the eviction by several months. Furthermore, any additional delay would prejudice the Landlord, who has presented evidence of financial hardship as a result of the Tenant's failure to pay rent.

19. Therefore, the request to delay the lifting of the stay on order LTB-L-068423-25-SA is denied.

Costs

20. The Tenant brought about a motion to void under false pretense. This delayed the Landlord their legal right to proceed with an eviction order. The Tenant's actions created an unnecessary strain on Board resources, all for the specific goal of delaying eviction. This is a clear abuse of process.
21. The LTB's Interpretation Guideline 3 states that the Board can consider costs when an application or procedure is made in bad faith. Although section 204(2) allows the Board to order costs to be paid to the Landlord, I also note that the Tenant already owes the Landlord \$34,626.67 in arrears and \$13,071.82 in legal costs for the Divisional Court hearing/case conferences. Any additional costs ordered by the Board to the Landlord would have minimal impact.
22. However, pursuant to section 204(3) of the Act, the Board can order that a party pay costs to the Board itself. Based on the Board resources used because of the Tenant's bad faith motion, I find it reasonable to have the Tenant pay \$100.00/hour for the one hour to process the Tenant's motion to void, an hour for the Board resources to schedule this hearing, and the one hour used to hear this matter.
23. Therefore, the Tenant shall pay \$300.00 in costs to the Board.

It is ordered that:

1. The Tenant's motion to void is dismissed.
2. The stay on order LTB-L-068423-25-SA is lifted immediately.
3. The Tenant shall pay \$300.00 in costs to the LTB.
4. If the Tenant does not pay the LTB the full amount owing on or before March 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 29, 2026, at 4.00% annually on the balance outstanding.

March 17, 2026
Date Issued

Robert Brown
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.

Notes:

- The Tenant cannot make another motion under subsection 74(11) of the Act to set aside an eviction order during the period of the Tenant's tenancy agreement with the Landlord.

Payment of the costs to the LTB must be made to the Board by the deadline set out above. The costs can be paid by money order, bank draft or certified cheque, only, payable to the "Minister of Finance". This can be mailed/couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.