



Order under Section 69 Residential Tenancies Act, 2006

Citation: M Residential Real Estate LP v Kingsbury, 2026 ONLTB 20984

Date: 2026-03-13

File Number: LTB-L-084700-25

In the matter of: 18, 135 WEST ST N
ORILLIA ON L3V5C4

Between: M Residential Real Estate LP Landlord

And

Michael Kingsbury Tenant

M Residential Real Estate LP (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Kingsbury (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Legal Representative Kristina Klein and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$813.44. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$26.74. This amount is calculated as follows: \$813.44 x 12, divided by 365 days.
5. The Landlord claim the Tenant has not made any payments since the application was filed, and alleges the rental arrears owing to March 31, 2026 are \$7,187.12.
6. The Tenant disputes that amount of arrears alleged to be owing. The Tenant agrees that he has not paid rent to the Landlord for July, August and September. He disputes any other arrears are owing.

7. The Tenant testified that he makes his rental payments to the Landlord via cheque, but was unable to provide proof that rent payments had been made for the month's he claims no arrears are owing.
8. Without positive evidence, it is very difficult to establish a negative claim. Thus, in order for the Tenant's claim to be successful, he must provide some positive proof of the disputed payment, which, I find, he did not do.
9. I find that, on a balance of probabilities, it is more likely than not that the Tenant did not make the payments he believes and the arrears owing to March 31, 2026 are \$7,187.12.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$796.71 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
12. Interest on the rent deposit, in the amount of \$9.81 is owing to the Tenant for the period from August 1, 2025 to March 2, 2026.
13. 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 postpone the eviction until April 30, 2026 pursuant to subsection 83(1)(b) of the Act.
14. In attempting to assess relief from eviction the Tenant provided insufficient relevant evidence regarding their circumstances for consideration by the Board. The Tenant stated that he believed that his family was stealing his inheritance and that the Landlord, President Trump and another tenant who was a part of MK Ultra were colluding against him.
15. The Landlord sought termination of the Tenancy due to the arrears owing, but is agreeable to a delayed eviction order.
16. Considering the submissions of the parties and their circumstances a delayed eviction order until April 30, 2026 is appropriate to provide the long standing Tenant an opportunity to preserve the tenancy or find alternative housing

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:**
 - \$8,186.56 if the payment is made on or before April 30, 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 April 30, 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 April 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,806.64. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$26.74 per day for the use of the unit starting March 3, 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 April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.

April 10, 2026
Date Issued

Sean Ramage
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 November 1, 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 April 30, 2026

Rent Owing To April 30, 2026	\$8,000.56
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,186.56

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

Rent Owing To Hearing Date	\$6,427.16
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$796.71
Less the amount of the interest on the last month's rent deposit	- \$9.81
Total amount owing to the Landlord	\$5,806.64
Plus daily compensation owing for each day of occupation starting March 3, 2026	\$26.74 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	