



Order under Section 69 Residential Tenancies Act, 2006

Citation: Wang Property Leasing Corporatio v Blondin, 2026 ONLTB 29909

Date: 2026-04-16

File Number: LTB-L-012917-26

In the matter of: R1, 4778 WYANDOTTE ST E
Windsor ON N8Y1H7

Between: Wang Property Leasing Corporatio Landlord

And

Kevin Blondin Tenant

Wang Property Leasing Corporatio (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Blondin (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 9, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 8, 2025, the Landlord served the Tenant with an N8 Notice of Termination alleging that the Tenant persistently paid rent late. The notice states that between January 2024 and December 2025, a period of 24 months, the Tenant paid rent late on 20 occasions.
4. The Landlord stated that the Tenant has paid rent on time since being served with the N8 Notice.

5. The Tenant submitted his eTransfer receipts showing that rent was paid in full and on the first of the month for January 2024, September 2024, December 2024, March 2025, and June 2025.
6. The Tenant testified that he does not have eTransfer receipts for every month; however, he maintains that, with the exception of September 2025, when he paid rent late after being laid off from work, he pays his rent on the first of each month.
7. The Tenant submitted that when the first of the month falls on a weekend or statutory holiday, the Landlord deems the rent late because the bank does not process the payment until the following business day.
8. I reviewed the rent payment history submitted by the Landlord. With the exception of the September 2025 rent, which the Tenant conceded was paid 21 days late, the Landlord's records show that payments were received no more than one to three days after the first of the month. Upon reviewing the calendar for the period from January 1, 2024, to December 1, 2025, I note that, with the exception of May 1, 2024, August 1, 2024, and October 1, 2024, the first day of each remaining month fell on a statutory holiday, weekend, or a Friday, immediately preceding a weekend.
9. Where rent is due on the first of the month, a tenant has until 11:59 p.m. on that date to make the payment before it is considered late. If payment is made after banking hours or on a weekend or statutory holiday, the landlord may not see the funds processed until the next business day. Provided the payment is successfully made before midnight on the due date and is not returned NSF, the rent is paid on time.
10. Based on the evidence and on the balance of probabilities, I find that the Landlord considered the Tenant's rent late because the funds were not visible in his account until the next business day. I am satisfied that, with the exception of October 2024 and September 2025, the Tenant paid his rent on the first calendar day of each month, as required by the tenancy agreement.
11. Accordingly, I find that the Tenant has paid rent late on two occasions since January 2024. This does not meet the threshold of persistent late payment of rent. Accordingly, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 16, 2026
Date Issued

Melissa Anjema
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.