



Order under Section 69 Residential Tenancies Act, 2006

Citation: Blenkiron v Normand, 2026 ONLTB 36072

Date: 2026-05-11

File Number: LTB-L-014861-26

In the matter of: B, 837 NOTRE-DAME ST
ROCKLAND ON K4K1G3

Between: Diane Blenkiron Landlord

And

Kevin Normand Tenant

Diane Blenkiron (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Normand (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 27, 2026.

The Landlord, the Landlord's Agent, Christopher Blenkiron, and the Tenant attended the hearing.

Determinations:

Preliminary issue

1. At the outset of the hearing, the Tenant asserted he did not have an opportunity to consult with Tenant Duty Counsel prior to the hearing being called and insisted it was his right to receive legal advice before the hearing.
2. It was conveyed to the Tenant that access to Tenant Duty Counsel on the day of the hearing was neither guaranteed nor an absolute right. The Tenant was further advised that he had sufficient time prior to the hearing to contact his local community legal clinic or to retain legal representation, which he failed to do. Although the Tenant asserted that he attempted to contact the legal clinic, he stated that he received no response. He provided no documentary evidence to substantiate any efforts to seek or retain legal assistance. Consequently, I was not satisfied that the Tenant had contacted the legal clinic and, in my assessment, he anticipated relying on Tenant Duty Counsel on the day of the hearing. The matter therefore proceeded.

L1 Application

3. 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.

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,045.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$34.36. This amount is calculated as follows: \$1,045.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to April 30, 2026 are \$5,769.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. The Tenant disputes the rent arrears owed to the Landlord.
12. The Tenant testified there were occasions when he paid the Landlord in cash however he was unable to provide any documentary evidence to support his assertion. He testified he requested receipts from the Landlord but never received any. Additionally, the Tenant testified he could not recall the dates that cash was paid to the Landlord.
13. The Landlord's Agent denied receiving any cash payments from the Tenant and submitted the last partial rent payment the Landlord, in the amount of \$501.00, was received before the L1 application was filed.
14. In *Mauti v. Gibbs*, 2019 ONSC 3355 (CanLII), the Divisional Court held at paragraph 27 that while the landlord bears the burden of proof in a rent arrears application, it is difficult for a landlord to prove a negative (ie: non-payment of rent). Therefore, "...while the ultimate persuasive burden never shifts, once a landlord denies receiving funds, the tenant will have an evidentiary burden or a chance to advance some evidence to positively prove that he or she paid rent".
15. The Tenant stated he has no record of cash payments, and the Landlord denies the Tenant paid his rent in cash. The Tenant has the burden of proving that he made these payments and I am not satisfied, on a balance of probabilities, that the Tenant has met this burden. As a result, I am satisfied that the Tenant has not paid the total rent the Tenant was required to pay for the period from November 1, 2025 to April 30, 2026.

Section 83 considerations

16. The Landlord seeks an 11-day standard eviction order. The Landlord's agent testified the Landlord is a senior and the Tenant's lack of rent payments has been going on for the past five years. He explained the Landlord relies on the monthly rent payments from her tenants to maintain the residential complex and is not in a financial position to sustain tenants who fail to pay their rent.
17. The Tenant testified he does not to move out of the unit and proposed a repayment plan over a period of four months. He stated he is self-employed and just recently secured a new contract that will result in a monthly income of \$2,560.00. His monthly expenses, inclusive

of rent, are approximately \$1,685.00 leaving a monthly surplus of \$875.00. Although the Tenant stated he understood the monthly remaining funds do not support his expectation that the rent arrears would be paid in four months, he emphasized he will get the money to pay the Landlord.

18. 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 May 31, 2026 pursuant to subsection 83(1)(b) of the Act. I am not prepared to grant the four-month delay requested by the Tenant, as his financial circumstances do not support a finding that the rent arrears could reasonably be paid within that period. The Tenant's assertion that he will obtain the necessary funds is speculative. However, I have taken into account that the Tenant has resided in the rental unit for five years and will require some time either to gather the funds to void the order or to secure alternative accommodations.

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:**
 - \$7,000.00 if the payment is made on or before May 31, 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 May 31, 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 May 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,837.72. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$34.36 per day for the use of the unit starting April 28, 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 May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.

May 11, 2026
Date Issued

Susan Priest
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 December 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 May 22, 2026

Rent Owing To May 31, 2026	\$6,814.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,000.00

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

Rent Owing To Hearing Date	\$5,651.72
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,837.72
Plus daily compensation owing for each day of occupation starting April 28, 2026	\$34.36 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	