



## Order under Section 69 Residential Tenancies Act, 2006

**In the matter of:** 1808, 25 MARTHA EATON WAY  
NORTH YORK ON M6M5B7

**Citation:** Artisan Charitable Foundation v Davis, 2023 ONLTB 78524

**Date:** 2023-12-04

**File Number:** LTB-L-006031-23

**Between:** Artisan Charitable Foundation Landlord

**And**

Karrian Allison Davis and Patrick Junior Warner Tenants

Artisan Charitable Foundation (the 'Landlord') applied for an order to terminate the tenancy and evict Karrian Allison Davis and Patrick Junior Warner (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (L1 Application). The Landlord also applied to terminate the tenancy due to the Tenants persistently paying their rent late (L2 Application).

This application was heard by videoconference on November 21, 2023.

Only the Landlord's legal representative Bryan Rubin attended the hearing.

The Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

### **Determinations:**

#### *L1 Application*

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,613.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.03. This amount is calculated as follows: \$1,613.00 x 12, divided by 365 days.

5. The Tenants paid \$8,599.00 to the Landlord since the application was filed.
6. The rent arrears owing to November 30, 2023 are \$10,394.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,575.00 from the Tenants 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.
9. Interest on the rent deposit, in the amount of \$35.06 is owing to the Tenants for the period from January 1, 2023 to November 21, 2023.

### *L2 Application*

10. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
11. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Persistent Late Payment of Rent (N8 Notice).
12. The Tenant was in possession of the rental unit on the date the application was filed.
13. The N8 Notice alleges that the Tenants paid their rent late 8 times from June 2022 to January 2023. The Landlord provided evidence that since the L2 application was filed the Tenants have continued to pay their rent late. Specifically, payments were received by the Landlord on March 28, April 3, April 4, April 11, April 18, April 25, May 9, May 16, May 23, May 30, June 20, July 28, and October 13, 2023. No rental payments were made on time.
14. I find that the sequence of payments made by the Tenants constitutes persistent late payment of rent per section 58(1) of the Act.

### Relief from eviction

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
16. As the Landlord has proven the allegations in the L2 application, a non-voidable eviction order shall be issued.

### **It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated on December 15, 2023.
2. The Tenants shall pay to the Landlord \$8,470.57. 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.

3. The Tenants shall also pay the Landlord compensation of \$53.03 per day for the use of the unit starting November 22, 2023 until the date the Tenant moves out of the unit.
4. If the Tenants do not pay the Landlord the full amount owing on or before December 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 16, 2023 at 7.00% annually on the balance outstanding.
5. If the unit is not vacated on or before December 15, 2023, then starting December 16, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 December 16, 2023.

**December 4, 2023**

**Date Issued**

---

**Brett Lockwood**

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 June 16, 2024 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 Tenants must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$18,493.63
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$8,599.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,575.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$35.06
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$8,470.57</b>
Plus daily compensation owing for each day of occupation starting November 22, 2023	\$53.03 (per day)