



**Order under Section 69  
Residential Tenancies Act, 2006**

**Citation:** Ridgeford Charitable Foundation v David, 2023 ONLTB 68151

**Date:** 2023-10-19

**File Number:** LTB-L-007547-23

**In the matter of:** 417, 23 THUNDER GROVE SCARBOROUGH  
ON M1V0G6

**Between:** Ridgeford Charitable Foundation Landlord

**And**

Shirley David Tenant

Ridgeford Charitable Foundation (the 'Landlord') applied for an order to terminate the tenancy and evict Shirley David (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 October 3, 2023.

The Landlord's Legal Representative, Bryan Rubin, and the Tenant attended the hearing.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, I am satisfied that the Tenant persistently paid their rent late.
2. The Tenant was in possession of the rental unit on the date the application was filed.

**N8 Notice of Termination**

3. On January 18, 2023, the Landlord gave the Tenant an N8 notice of termination.

Persistently Late

4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 10 times in the past 12 months from February 2022 to January 2023.
5. Since the application was filed, the Tenant has started to pay his rent on time and in full.

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6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

7. The Tenant submitted a sworn Affidavit wherein the Tenant submits, from March 2022 to May 2022, the Tenant was permitted to pay his rent by the previous property Administrative Representative named Aleksia. When the new Property Administrator, Rambarran Sabita, commenced employment with 23 Thunder Grove, things were run differently, and the Tenant was not permitted to pay late.
8. The Tenant submitted that he is now paying his rent on time and he does not owe any arrears.
9. The Landlord submitted that they are seeking an order requiring the Tenant to pay his rent on time going forward.
10. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

Filing Fee

11. The Tenant provided submissions saying that they felt the filing fee was unreasonable and should not be required to pay it.
12. The Tenant's only argument in support of his position that he should not have to pay the application filing fee is that he paid the Landlord all the rent he owed, and he is no longer in arrears.
13. It is the Board's normal practice to award a landlord its costs of filing an application for Notice to End your Tenancy at the End of the Term in any situation where the tenant was found to have persistently paid their rent late as of the date the application was filed. This practice is informed by the Residential Tenancies Act, 2006 (the "Act"), the Board's Rules of Practice and the Interpretation Guidelines.

14. Subsection 204(2) of the Act states, "The Board may order a party to an application to pay the costs of another party." This provision provides the Board discretionary power to order a party to pay costs.
15. The Board's Interpretation Guideline #3 entitled "Costs" states: "In most cases, the only costs allowed will be the application fee. This should be ordered if the applicant is successful in obtaining an order which allows the relief they asked for in the application, or substantially all of that relief."
16. Similarly, Rule 23.1 of the Board's Rules of Practice states, "If the applicant is successful, the LTB may order the respondent to pay the application fee to the applicant as 'costs'".

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17. Given the above, it appears that the Board is expected to award a landlord its costs of filing an L2 Application based on an N8 Notice where the tenant is found to be persistently late in paying their rent. Therefore, the Tenant is ordered to pay the \$186.00 application fee the Landlord incurred.

**It is ordered that:**

1. The Landlord's application for eviction of the Tenant is denied on the condition that the Tenant shall pay the Landlord the monthly rent for the months of November 2023 to October 2024 on time and in full by the first day of each corresponding month.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before October 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 31, 2023 at 7.00% annually on the balance outstanding.

**October 19, 2023**

**Date Issued**

**Teresa Hunt**

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.

