



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

**File Number:** LTB-L-009060-26

**In the matter of:** 1906, 25 MARTHA EATON WAY  
NORTH YORK ON M6M5B7

**Between:** Artisan Charitable Foundation Landlord

**And**

Shannon Fray Tenant

Artisan Charitable Foundation (the 'Landlord') applied for an order to terminate the tenancy and evict Shannon Fray (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 March 11, 2026.

Only the Landlord's Legal Representative, Sabrina Marchione, attended the hearing.

As of 9:15 am, the Tenant was 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:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated as of March 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. This is a month-to-month tenancy. Rent is due on the first of the month.

**Persistently Late**

4. On January 23, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served on January 23, 2026. We find the N8 notice of termination is in compliance with the *Residential Tenancies Act, 2006* ('Act'); the notice was served at least 60 days before the termination date (March 31, 2026) and the termination date was the last day of a rental period.
5. The notice of termination contains the following allegations: From the period of May 2025 to January 2026 the Tenant paid the Landlord rent late 9 out of 9 times. The Landlord submitted a detailed list as part of the N8 providing specific payment information and payment dates over this period.
6. Since the filing of the application, the Tenant has paid rent late 2 out of 2 months. The Tenants payment history since the filing the application is as follows: February 1, 2026 rent was partially paid on February 14, 2026 in the amount of \$850.00; and March 1, 2026 rent remains unpaid.
7. The Landlord's Legal Representative submitted that the Tenant was notified of late rental payments through monthly letters beginning in October 2025 and the Tenant failed to respond to the letters.
8. The Landlord's Legal Representative further submitted that the persistent late payments are impacting the Landlord's ongoing financial obligations and overhead expenses.
9. On the basis of the Landlord's uncontested evidence, we find the Tenant has persistently failed to pay the rent on the date it was due. The N8 notice of termination includes a detailed list identifying the months in which rent was paid late, and the corresponding dates payment was received. We find this evidence credible and reliable as it was specific and unchallenged. The rent is due on the first day of each month. The rent has been paid late 11 times in the past 11 months, for the rental period of May 1, 2025 to March 31, 2026. Accordingly, we are satisfied on a balance of probabilities that the Tenant has persistently failed to pay rent on time.
10. Based on the monthly rent, the daily compensation is \$42.87. This amount is calculated as follows: \$1,304.00 x 12, divided by 365 days.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,304.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$5.25 is owing to the Tenant for the period from January 1, 2026 to March 11, 2026.
13. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
14. The N8 Notice of Termination has a termination date of March 31, 2026. Pursuant to section 80 of the Act, the order of the Board evicting the tenant may not be effective earlier than the date of termination set out in the notice. Where an eviction order is issued,

compensation is payable beginning the day after the termination date until vacant possession is given.

15. We have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing and therefore provided no evidence of their circumstances that would support granting relief. The Landlord's Legal Representative also was not aware of any circumstances of the Tenant that would warrant relief. The Landlord's Legal Representative submitted that the persistent late payments are impacting the Landlord's ongoing financial obligations and overhead expenses. In the absence of the Tenants evidence, we find that granting relief would be unfair.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 April 1, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Tenant shall also pay the Landlord compensation of \$42.87 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

**March 20, 2026**  
**Date Issued**

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Harry Cho

Vice Chair, Landlord and Tenant Board

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Harpreet Rindi

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 of the Tenant expires on October 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.