



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

File Number: LTB-L-007916-26

In the matter of: 14, 31 KING ST
YORK ON M9N1K8

Between: ANPHI Affordable Homes Inc Landlord

And

Jouvan Taylor Tenant

ANPHI Affordable Homes Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jouvan Taylor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 1, 2026.

The Landlord's Agent, Melanie Baker, and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,372.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$45.11. This amount is calculated as follows: \$1,372.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$6,900.00. The Tenant did not dispute the amount of the arrears.
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 \$1,392.00 from the Tenant 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 \$9.61 is owing to the Tenant for the period from December 3, 2025 to April 1, 2026.

Section 83 Considerations:

10. The Tenant testified that when he moved into the rental unit, he had a recording studio which has now closed and he has lost half of the clients he was working with. The Tenant testified that he had been doing Door Dash until his car got a flat tire, and he gets approximately \$90.00 per week from his investments. The Tenant further testified his monthly income is approximately \$2000.00 per month and he is working with Employment Ontario to find a job.
11. The Tenant testified that he could pay 2 months rent immediately, and then he could pay \$90.00 per week towards the arrears. The Tenant's total expenses greatly exceed his monthly income before considering the proposed payment plan. The Tenant's expenses also do not include utilities as he was unaware that they are not included in the lawful monthly rent.
12. The Tenant testified he may be able to get assistance from family or friends, and he could possibly withdraw money from his RSP's through his union. The Tenant did not know how long he would need to find new accommodations and if he is evicted he may have to sleep in his car.
13. The Landlord is seeking a standard 11-day order. The Landlord's Agent testified that this is mandated artist housing with 26 units in the building, and the Tenant has not been paying his hydro or water based on his testimony, which would place more financial burden on the Landlord. The Landlord's Agent further testified that they have been trying to communicate with the Tenant for months, and every cheque provided by the Tenant has been NSF and the Tenant only attempted to set up direct deposit on March 31, 2026.
14. 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 April 30, 2026 pursuant to subsection 83(1)(b) of the Act. I accept the Tenant's evidence he will be impacted by an eviction, but I also accept his testimony regarding his income and expenses and I am not satisfied that the tenancy is viable. I find a short delay in eviction to allow the Tenant to get assistance for the arrears or to find alternative accommodations would not be unfair. However, given the amount of the arrears are not insignificant and the Tenant has not made any payments since the application was filed, it would be unfair to delay the eviction longer.

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:

- \$7,086.00 if the payment is made on or before April 30, 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 April 30, 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 April 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,357.50. 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. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$45.11 per day for the use of the unit starting April 2, 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 April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.

April 15, 2026
Date Issued

Allana McComb
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 November 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 April 30, 2026

Rent Owing To April 30, 2026	\$6,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,086.00

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

Rent Owing To Hearing Date	\$5,573.11
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,392.00
Less the amount of the interest on the last month's rent deposit	- \$9.61
Total amount owing to the Landlord	\$4,357.50
Plus daily compensation owing for each day of occupation starting April 2, 2026	\$45.11 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	