



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-023374-26

In the matter of: 15 CLARK ST
COLLINGWOOD, ON L9Y0H9

Between: Anthony Davis
Joy Davis
Landlords

And

Brittany Teves
Brandon Kononiuk
Tenants

Anthony Davis and Joy Davis (the 'Landlords') applied for an order to terminate the tenancy and evict Brittany Teves and Brandon Kononiuk (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants have been persistently late in paying the Tenants' rent; (L2 Application).

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on June 23, 2026.

The Landlords and the Tenants attended the hearing.

Determinations:

1. The parties agree to amend the L1 application to correct the city of the rental unit from 'Brampton' to 'Collingwood'.

L1 Application – Non-Payment of Rent

2. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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.
3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$2,750.00. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$90.41. This amount is calculated as follows: \$2,750.00 x 12, divided by 365 days.
6. The Tenants have not made any payments since the application was filed.
7. The parties agree that the rent arrears owing to June 30, 2026 are \$11,000.00.
8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlords collected a rent deposit of \$2,750.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$189.24 is owing to the Tenants for the period from August 1, 2023, to June 23, 2026.

L2 Application – Persistent Late Payment of Rent

11. It is uncontested that the tenancy started in 202 and the rent is due on the 1st day of each month.
12. The N8 Notice alleges persistent failure to pay rent on time from January 2025 to March 2026. The Tenants acknowledge that they paid the rent late on several occasions during this period.
13. There is a difference between paying the rent that is due, but not on the date on which it is due (i.e., late payment of rent) and not paying the rent that due at all (i.e., failure to pay rent). While both constitute breaches of the lease by the tenant, they are conceptually different and may lead to different legal consequences. In *Tataw v. Minto Apartment Limited Partnership*, 2023 ONSC 4238 (Div. Ct.), para 14, Justice Corbett stated:
14. Persistent late payment of rent, and non-payment of rent, are related but distinct bases for applications before the Board. Landlords are entitled to be paid rent on time, as it falls due. Where an application is brought in respect to current arrears, if the Board finds for the landlord, the usual order is for a voidable order terminating the tenancy: if the tenant pays up the arrears and further rent accruals by a specified date, then the termination order is voided. Where the Board finds persistent late payment of rent, the Board may terminate the tenancy, or it may impose some other order – for example, for timely future payment of rent, failing which the landlord may seek a termination order.
15. It is true that an N8 notice is said to be given on the basis of persistent late payment of rent. However, strictly speaking, the Residential Tenancies Act, 2006 (the 'Act') does not speak in those terms. Instead, Section 58(1)(1) of the Act permits a landlord to give a notice of termination where "[t]he tenant has persistently failed to pay rent on the date it becomes due and payable."
16. Based on the evidence before me, I find that the Tenants have persistently failed to pay rent on the date it became due.

Relief from Eviction

17. 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 be unfair to delay the eviction pursuant to subsection 83(1)(b) of the Act.
18. The Tenants claim loss of job as the reason for them to fall behind on rent. At the same time, the Tenant Brittany Teves testified that she picked up a part-time job to substantiate their income. The Tenants request a delay as they need time to find another place and end of school year for their children. The Tenants have been looking for alternate accommodation and also saving for another place.
19. The Landlord request a non-voidable termination of tenancy as they have worked out payment plans with the Tenants previously, but they failed to adhere to them.
20. I do not find the tenancy is viable. The rent arrears are substantial, and no payments have been made since the application was filed. At least one of the Tenants was working during the period of arrears yet they failed to make any good faith payments to the Landlords. The school year is over in June, and a further delay is not warranted. There is no reason for me to grant a delay without prejudicing the Landlords.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 11, 2026.
2. The Tenants shall pay the Landlords any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlords owes on the rent deposit are deducted from the amount owing by the Tenants.
3. As of the date of the hearing, the Tenants owe the Landlords \$7,576.19. See Schedule 1 for the calculation of the amount owing.
4. The Tenants shall also pay the Landlords compensation of \$90.41 per day for the use of the unit starting June 24, 2026, to the date the Tenants move out of the unit.
5. If the Tenants do not pay the Landlords the full amount owing on or before July 11, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 12, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 11, 2026, then starting July 12, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after July 12, 2026.

June 30, 2026
Date Issued

Sheena Brar
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 Tenants expires on January 12, 2027 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 as the tenancy is terminated

Rent Owing To June 23, 2026	\$10,329.43
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$2,750.00
Less the amount of the interest on the last month's rent deposit	-\$189.24
Total amount owing to the Landlords	\$7,576.19
Plus daily compensation owing for each day of occupation starting June 24, 2026	\$90.41 (per day)