



Order under Section 69 Residential Tenancies Act, 2006

Citation: PROPHETIC NON PROFIT HOMES (RICHMOND HILL INC.) v Ali, 2023 ONLTB
60148

Date: 2023-09-14

File Number: LTB-L-030107-23

In the matter of: 706, 41 CROSBY AVE
RICHMOND HILL ON L4C0B2

Between: PROPHETIC NON PROFIT HOMES Landlord
(RICHMOND HILL INC.)

And

Mohammad Mokhta Rostam Ali Tenant

PROPHETIC NON PROFIT HOMES (RICHMOND HILL INC.) (the 'Landlord') applied for an order to terminate the tenancy and evict Mohammad Mokhta Rostam Ali (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 15, 2023.

The Landlord's Agent Mehran B agheri, the Landlord's Legal Representative Jeff Shabes, and the Tenant attended the hearing.

Preliminary Issues:

1. The Tenant requested an adjournment at the commencement of the hearing and stated that he wanted to retain a lawyer or paralegal so that he could better understand his rights. The Tenant stated that English is also his fourth language. As the Tenant had notice of the hearing sent to him by the Board on June 13, 2023 I advised the Tenant that the hearing would be going ahead and that the adjournment request was denied.
2. I note that the application appears to contain two clerical errors, one with respect to the Tenant's legal name, and one with respect to the rental period for which \$2,722.00 in rent was charged. The Tenant's legal name is Mohammad Mokhta Rostam Ali as is reflected on the N4, and the rental period during which \$2,722.00 in rent was charged should read

January 1, 2023 to February 28, 2023 on the application, as is reflected in the N4 notice. The application is corrected to reflect these points.

Background:

3. There is no dispute that the rental unit was a rent-geared-to-income ('RGI') unit and that the Landlord is a not-for-profit organization.

4. The parties disagreed as to whether the rental unit was currently subject to an RGI subsidy.
5. The Tenant submitted that the Landlord has engaged in negligent record keeping and stated that he did not believe he had lost his RGI subsidy.
6. The Landlord's Legal Representative submitted that it is the Tenant's responsibility to maintain the paperwork necessary to ensure that any subsidy is retained. The Landlord's Legal Representative also stated that he assumes the Tenant lost his subsidy due to a lack of filling out the appropriate paperwork with York Region.
7. The Landlord's Agent then gave evidence that the arrears of rent which are being sought on this application began to be incurred when the rental unit's rent was raised to a market rent, and that the rent is currently \$1,361.00.
8. The Tenant was informed that the Board does not have jurisdiction to consider whether his rent was raised incorrectly in response to a loss of subsidy. This is pursuant to section 203 of the *Residential Tenancies Act, 2006* (the 'Act') which reads:

Determinations related to housing assistance

203 The Board shall not make determinations or review decisions concerning,

- (a) eligibility for rent-geared-to-income assistance as defined in section 38 of the *Housing Services Act, 2011* or the amount of geared-to-income rent payable under that Act; or
- (b) eligibility for, or the amount of, any prescribed form of housing assistance.

9. The Tenant did not put forward any other arguments in relation to whether he owed the arrears of rent which are being claimed in the application other than the fact that he feels he still has an RGI subsidy that is not being collected by the Landlord.
10. Throughout the hearing, the Tenant frequently interrupted the Landlord's Agent and the Landlord's Legal Representative, continued to shout, and repeatedly stated that he was

legally entitled to an adjournment. I cautioned the Tenant numerous times and warned him that he would be fined costs if his disruptions continued. After refusing to take the Board's direction, the Tenant was fined \$50.00 in Landlord and Tenant Board costs. A fine was necessary to manage the Tenant's conduct so that the hearing could move forward.

11. The Tenant also made several serious allegations about the Landlord organization, the building he lives in, and how the government in general were interfering with his health, personal life, and his family. These allegations did not appear to be related to the application nor were they presented as s.82 issues. Additionally, the Tenant had not filed any paperwork in relation to s.82 of the Act prior to the hearing.

Determinations:

12. 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.

13. As of the hearing date, the Tenant was still in possession of the rental unit.
14. The lawful rent is \$1,361.00. It is due on the 1st day of each month.
15. Based on the Monthly rent, the daily rent/compensation is \$44.75. This amount is calculated as follows: $\$1,361.00 \times 12$, divided by 365 days.
16. The Tenant has paid \$1,080.00 to the Landlord since the application was filed.
17. The rent arrears owing to August 31, 2023 are \$10,872.00.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.

Relief from Eviction:

20. When asked to provide closing statements, the Landlord's Legal Representative requested a standard eviction order with an extended termination date in the range of 45 days from the hearing, in order to allow the Tenant time to connect with York Region about his subsidy concerns and possibly make use of other community resources.

21. When asked about his monthly income, the Tenant indicated that he does not have the funds to pay monthly rent in the amount of \$1,361.00 and that he lives off of a small disability pension. As such, I determine that the tenancy is not financially viable.
22. When the Tenant was asked to provide closing submissions, the Tenant again requested an adjournment and stated that he would need between 10 months to a year to properly prepare for this matter to be heard. The Tenant stated that if he were ordered to vacate the unit in accordance with a Board order, he would need the maximum time allowable to him to move out. The Tenant further submitted that he is a person with physical mobility limitations due to an injury that he sustained and that he may become responsible for caring for his mother in the near future.
23. 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 October 20, 2023 pursuant to subsection 83(1)(b) of the Act in order to provide the Tenant with time to make use of any community resources which may be available to support him in paying off the rental arrears owing.

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:**
 - \$12,419.00 if the payment is made on or before September 30, 2023. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$13,780.00 if the payment is made on or before October 20, 2023. 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 October 20, 2023 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 October 20, 2023.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,368.25. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$44.75 per day for the use of the unit starting August 16, 2023 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 September 25, 2023, the Tenant will start to owe interest. This will be simple interest calculated from September 26, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before October 20, 2023, then starting October 21, 2023, 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 October 21, 2023.
10. The Tenant shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$50.00 by October 20, 2023. See Schedule 1 for the amount owing under section D.

September 14, 2023

Date Issued

Madeline Ntoukas

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 April 21, 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.

Payment of the fine must be made to the Landlord and Tenant Board by the deadline set out above. The fine can be paid by certified cheque, bank draft or money order made payable to the Minister of Finance. If paying in person, the debt can also be paid by cash, credit card or debit card.

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 September 30, 2023

Rent Owing To September 30, 2023	\$13,313.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,080.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an abatement/rebate	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$12,419.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before October 20, 2023

Rent Owing To October 31, 2023	\$14,674.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,080.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an abatement/rebate	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$13,780.00

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

Rent Owing To Hearing Date	\$11,262.25
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,080.00

Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an abatement/rebate	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$10,368.25
Plus daily compensation owing for each day of occupation starting August 16, 2023	\$44.75 (per day)

D. Amount the Tenant must pay to the Board for costs on or before October 20, 2023 regardless of whether the tenancy is continued or terminated

Board costs	\$50.00
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