

9. The Tenant disputes the amount owing on the basis that his rent-geared-to-income (RGI) on the unit should be re-instated. He asks the Board to reduce the total amount he owes to reflect the RGI amount.
10. Section 203 of the Residential Tenancies Act, 2006 (the 'Act') states: 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.
11. Section 203 clearly provides that the Board has no jurisdiction to intervene with the decision of the Landlord respecting RGI eligibility. The Tenant has been provided with an opportunity to challenge the Landlord's decision respecting their RGI eligibility outside of the Board but the Tenant's application was denied due to lack of the required documentation
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. Based on the evidence before me, I am not satisfied that this is a viable tenancy. The Tenant has been unemployed for two years. He has made little to no payments towards the arrears and ongoing rent. Given the amount of the arrears, which are substantial, I find it would be prejudicial to the Landlord to grant relief from eviction.

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:
 - \$19,401.55 if the payment is made on or before March 27, 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 March 27, 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 March 27, 2023

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,905.71. 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 \$29.72 per day for the use of the unit starting September 29, 2022 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 March 27, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 28, 2023 at 5.00% annually on the balance outstanding.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
9. If the unit is not vacated on or before March 27, 2023, then starting March 28, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 March 28, 2023.

2023 ONLTB 25903 (CanLII)

March 16, 2023

Date Issued

John Tzanis

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 September 28, 2023 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.

*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

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 March 27, 2023

Rent Owing To March 31, 2023	\$21,724.55
Application Filing Fee	\$186.00

NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,509.00
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	\$19,401.55

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

Rent Owing To Hearing Date	\$16,228.71
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,509.00
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	- \$
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	\$13,905.71
Plus daily compensation owing for each day of occupation starting September 29, 2022	\$29.72 (per day)