



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

File Number: LTB-L-086799-25

In the matter of: 616, 2455 RIVARD AVE
WINDSOR ON N8T3B3

Between: Windsor Essex Community Housing Corporation Landlord

And

Frank Buscu Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Frank Buscu (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 14, 2026.

The Landlord's Representative, Brandon Valley, 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 \$976.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$32.09. This amount is calculated as follows: \$976.00 x 12, divided by 365 days.
5. The Tenant has paid \$417.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$9,485.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Landlord evidence

9. The Landlord's legal representative stated the rental unit is an RGI unit. The Landlord believed the Tenant had other occupants living in the rental unit and the Tenant's RGI was removed.
10. The Tenant has continued to pay the RGI rent however the arrears stem from the Tenant not paying the new lawful rent of market value.
11. The Landlord is seeking a delay of eviction to February 28, 2026 to allow the Tenant time to pay the arrears or find alternative housing.
12. The Landlord's legal representative also stated that should the Tenant be evicted the Landlord would engage community assistance workers to help the Tenant find new housing.

Tenant evidence

13. The position of the Tenant is he was not in breach of the RGI conditions and no other occupant was living in the rental unit.
14. The Tenant stated he cannot pay the arrears owing even on a delayed eviction given the Landlord's increase in rent.

The Act and Analysis

15. Section 203 fo the *Residential Tenancies Act*, 2006 (the "Act") states:

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. 2006, c. 17, s. 203; 2011, c. 6, Sched. 1, s. 188 (3).

16. The Board has no jurisdiction to make a determination on eligibility for rent -geared-to-income assistance and therefore the matter before the Board is issue of the arrears owing the Landlord.

Relief or Delay of Eviction

17. The Tenant stated he is 64 years old and has no friends or family that he would be able to stay with if he is evicted.
18. The Tenant stated he has a heart condition and is under professional care and taking medication.
19. The Tenant stated on his fixed income he cannot pay the arrears to the Landlord and would end up on the street.
20. The Tenant did not provide a request for a delay past the Landlord's February 28, 2026 submission.
21. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. In this case, based on the evidence and submissions before me I find the tenancy is not viable.
22. With the totality of the evidence and submissions before me I find the Landlord has proved the allegations for arrears and the request for eviction is granted, however I find it reasonable to allow the Tenant a short delay to find alternative housing and to allow the Landlord to engage community assistance to aid the Tenant in finding new housing.
23. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would not be unfair to postpone the eviction until February 28, 2026, pursuant to subsection 83(1)(b) of the Act.
24. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
25. This order contains all reasons for the determinations and order made. No further reasons will be issued.

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:**
 - \$9,671.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,647.00 if the payment is made on or before February 28, 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 February 28, 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 February 28, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,144.26. 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 \$32.09 per day for the use of the unit starting January 15, 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 February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.

January 23, 2026
Date Issued

Greg Brocanier
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 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 January 31, 2026.

Rent Owing to January 31, 2026	\$9,902.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$417.00
Total the Tenant must pay to continue the tenancy	\$9,671.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026.

Rent Owing to February 28, 2026	\$10,878.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$417.00
Total the Tenant must pay to continue the tenancy	\$10,647.00

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

Rent Owing to Hearing Date	\$9,375.26
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$417.00
Total amount owing to the Landlord	\$9,144.26
Plus, daily compensation owing for each day of occupation starting January 15, 2026	\$32.09 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	