



Order under Section 69 Residential Tenancies Act, 2006

Citation: Niagara Regional Housing v Fornes, 2026 ONLTB 19034

Date: 2026-03-09

File Number: LTB-L-074342-25

In the matter of: 501, 4520 HURON ST
NIAGARA FALLS ON L2E6Y9

Between: Niagara Regional Housing Landlord

And

Steven Fornes Tenant

Niagara Regional Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Steven Fornes (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (*L1 Application*) and because the Tenant has been persistently late in paying the Tenant's rent (*L2 Application*).

This application was heard by videoconference on February 26, 2026.

The Landlord's Agent, Jennifer Leblanc, the Landlord's Legal Representative, Judith Callender, and the Tenant attended the hearing.

Determinations:

Preliminary Issue – Section 82

1. The Tenant sought to raise issues under section 82 of the *Residential Tenancies Act*, 2006 (the "Act").
2. It is uncontested that the Tenant filed their evidence (DOC-7428084) with the Board and served a copy to the Landlord. However, there was no description of the issues alleged and no particulars such as dates and details were provided.
3. Rule 19.4 of the Board's Rules of Procedure requires that the Tenant provide the Landlord a written description of each issue the tenant intends to raise; and a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.
4. The need for a notice to contain "reasons and details" was addressed by the Divisional Court decision *Ball v. Metro Capital Property*, [2002] O.J. No. 5931. *Ball* stands for the proposition that the kinds of particulars that should be contained in a notice include "dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant".

5. While the notice of termination in *Ball* was a N5 notice of termination and not section 82 issues as it is in this case, the principle remains the same. The purpose of providing these details is not only to inform the respondent, in the case, the Landlord of the section 82 issues, but to allow them to respond to the allegations. In my view, nothing in the evidence submitted by the Tenant demonstrates clearly what section 82 issues the Tenant is alleging and lacked the required specificity to afford the Landlord an opportunity to know the case made against them.
6. As such, the Tenant was not permitted to raise their section 82 issues. The Tenant has the ability to pursue their claims through their own applications.

L2 Application

7. The Landlord requested to withdraw the L2 application. In accordance with subsection 200(4) of the *Act*, I consent to the withdrawal of the application.

L1 Application

8. 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.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$986.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$32.42. This amount is calculated as follows: \$986.00 x 12, divided by 365 days.
12. The Tenant has paid \$2,060.00 to the Landlord since the application was filed.
13. The rent arrears owing to February 28, 2026 are \$5,688.00.
14. The Tenant contested the amount of arrears but was unable to provide any evidence to contradict the Landlord's accounting. Rather, the Tenant, on multiple occasions, voiced their contention with the loss of their rent-geared to income ("RGI") eligibility.
15. As explained in the hearing, section 203 of the *Act* reads as follows:

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

16. The use of the words "shall not" in section 203 of the *Act* demonstrates that the Legislature did not intend for the Board to exercise their discretion in regard to the Tenant's eligibility

for rent-geared to income assistance; such a determination is not within the authority of the Board.

17. Accordingly, I find that section 203 of the Act clearly provides that the Board has no jurisdiction to intervene with the decision of the designated service managers (as defined by sections 2 and 11(1) of the *Housing Services Act*, 2011) under the *Housing Services Act*, 2011 (the "HSA") in regard to a Tenant's RGI eligibility. It is uncontested that the Landlord here acts as a designated service manager under the HSA.
18. The HSA provides tenants with an opportunity to challenge a decision respecting their RGI eligibility outside of the Board, and while I appreciate that the Tenant may not be in agreement with the determinations made regarding the revocation of their RGI eligibility, the Board's process cannot be used as a means to collaterally challenge the revocation, or any other, decision made pursuant to the HSA.
19. Accordingly, as there was no other challenge to the amount of rent arrears, other than the eligibility for a RGI subsidy, I find the rent arrears claimed by the Landlord to be correct.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. There is no last month's rent deposit.

Section 83 Considerations

22. 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.
23. The Tenant was unable to propose a plan to repay the arrears. The Tenant testified that their monthly income is \$410.00 and that they have nowhere else to go.
24. The Tenant believes that they will get a large lump sum or that their RGI will be reinstated after they file their tax returns for the past 15 years. The Tenant testified that they suffer from mental health issues and has struggled to secure support to assist them in filing their tax returns or understanding the proceedings. The Tenant submitted that the Landlord only recently provided letters with possible resources for them to employ.
25. The Landlord requested an eviction order but was agreeable to delaying termination to March 31, 2026. The Landlord submitted that there has been communication with the Tenant over the past years explaining to the Tenant the issue of their subsidy. The Landlord submitted that this application is the third application for non-payment of rent at the Board and that the subsidy was revoked in 2020.
26. The parties were before the Board on July 20, 2023 for LTB-L-022573-23 and a voidable eviction order was issued. The arrears were paid in full and the Landlord was granted the filing fee only for LTB-L-090788-23 issued on July 11, 2024. Both applications were L1 applications for non-payment of rent.
27. This current application was scheduled to be heard on October 27, 2025. The matter was adjourned at the Tenant's request to provide the Tenant an opportunity to obtain legal

advice. Given this, the previous applications, and the submissions before the Board, I find that the Tenant had ample time and opportunity to sort out their financial affairs. There is no documentary evidence before the Board that the Tenant will secure any funds to increase their income or be successful in reinstating their subsidy.

28. Based on the Tenant's current circumstances, I find that this tenancy is no longer viable. The monthly rent alone is \$986.00. Tenant's monthly income is about \$410.00. They simply cannot afford the monthly rent, let alone make payments towards the arrears.
29. Having considered all the circumstances of both parties, I find that postponing the eviction until April 30, 2026 would be fair in the circumstances. The Tenant has resided in the unit for almost 16 years and has health issues. While I am mindful the Landlord is a social housing provider, the Landlord provided no compelling circumstances that it would be unduly prejudiced if the Board delays the termination date for one more month. As such, I find it reasonable to provide the Tenant a short extension to April 30, 2026 to locate funds to void the order or to secure alternative housing.

It is ordered that:

1. The Landlord's L2 application is dismissed as withdrawn.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$6,860.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$7,846.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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.
 5. **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.**
 6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,730.92. 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.
 7. The Tenant shall also pay the Landlord compensation of \$32.42 per day for the use of the unit starting February 27, 2026 until the date the Tenant moves out of the unit.

8. 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.
9. 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.
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 May 1, 2026.

March 9, 2026
Date Issued

Vicky Liu
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 March 31, 2026

Rent Owing To March 31, 2026	\$8,734.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,060.00
Total the Tenant must pay to continue the tenancy	\$6,860.00

B. 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	\$9,720.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,060.00
Total the Tenant must pay to continue the tenancy	\$7,846.00

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

Rent Owing To Hearing Date	\$7,604.92
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,060.00
Total amount owing to the Landlord	\$5,730.92
Plus daily compensation owing for each day of occupation starting February 27, 2026	\$32.42 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	