



Order under Section 78(11) Residential Tenancies Act, 2006

Citation: Havcare Investments Inc v Nambiita, 2026 ONLTB 6411

Date: 2026-01-19

File Number: LTB-L-025781-25-SA

In the matter of: 1007, 500 DAWES RD
Toronto ON M4B2G1

Between: Havcare Investments Inc Landlord

And

Jeane Nambiita Tenant

Havcare Investments Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jeane Nambiita (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the consent order of June 25, 2024 with respect to application LTB-L-012703-24.

The Landlord's application was resolved by order LTB-L-025781-25, issued on March 31, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-025781-25.

This motion was heard by videoconference on October 22, 2025.

The Landlord's agent, C. Krebs, the Tenant, and the Tenant's legal representative, M. Choe, attended the hearing.

Determinations:

1. The Tenant failed to meet a condition specified in the order of June 25, 2024 with respect to application LTB-L-012703-24. The Tenant failed to pay the monthly rent for March 2025 by March 5, 2025, and she also failed to pay \$100.00 on or before March 15, 2025.
2. On the date of the hearing, the Tenant still owed the Landlord \$869.07.
3. The Tenant said that she has lived in the rental unit for four years, and she works with children and youth for an income of approximately \$600.00 per week before tax. She lives with her 17 year old son. She said that her main expense, besides rent, is \$400.00 per month for transport to her new job, which is shift work in Brampton. She said that she believed that EPIC had covered any arrears that she still owed to the Landlord.

4. The Tenant said that she can pay her rent with the income from her new job, and she will ensure that she gets help from EPIC to pay off any arrears.
5. The Landlord's agent, C. Krebs (CK) said that the Tenant has repeatedly failed to pay the rent in the last three and a half years. She said that she only recently learned that the Tenant had been living on OW.
6. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-025781-25 for the reasons that follow. The Landlord's documentary evidence shows that the Tenant has been continuing to pay most of her rent after the breach. The Tenant said that she now has a job that will permit her to pay the rent going forward. She said that she will get assistance from EPIC to pay off any arrears, which were not substantial at the time of the hearing. She has lived in the unit for a number of years. I find that it is not unfair to give her a bit more time to void a standard termination order to pay off the arrears and continue her tenancy.

It is ordered that:

1. The motion to set aside Order LTB-L-025781-25, issued on March 21, 2025, is granted.
2. Order LTB-L-025781-25, issued on March 21, 2025, is set aside and cannot be enforced.
3. Order LTB-L-025781-25 is cancelled, and it is replaced by the following order.
4. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
5. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$5,553.51 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing (rent arrears owing to October 31, 2025, plus additional rent for November and December 2025, and January 2026)
2. 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 January 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
3. **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 January 31, 2026.**
4. If the Tenant does not void the order, the Landlord owed \$717.54 to the Tenant to the date of the hearing. This amount includes rent arrears of \$869.07 owing up to the date of the hearing, and. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$51.34 per day for the use of the unit starting October 23, 2025 until the date the Tenant moves out of the unit.

6. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 February 1, 2026.

January 19, 2026
Date Issued

Nancy Morris
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 August 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	\$5,553.51
Total the Tenant must pay to continue the tenancy	\$5,553.51

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

Rent Owing To Hearing Date	\$869.07
Less the amount of the last month's rent deposit	- \$1,561.48
Less the amount of the interest on the last month's rent deposit	- \$25.13
Total amount owing to the Landlord	-\$717.54
Plus daily compensation owing for each day of occupation starting October 23, 2025	\$51.34 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	