



Order under Section 69 Residential Tenancies Act, 2006

Citation: SSD INVESTMENTS INC. v Smith, 2026 ONLTB 10898

Date: 2026-02-06

File Number: LTB-L-076140-25

In the matter of: 7213 PARSA ST
NIAGARA FALLS ON L2H3T1

Between: SSD INVESTMENTS INC. Landlord

And

Nancy Chikwanda Tenant

SSD INVESTMENTS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict The Estate of Matthew Dawkins Smith and Nancy Chikwanda (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 29, 2026. The Landlord's Agents, Gunjan Desai, Ashish Sheth, and Shruti Desai, 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 \$2,800.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows: \$2,800.00 x 12, divided by 365 days.
5. The Tenant has paid \$16,600.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 14, 2026, are \$8,600.00.
7. The Landlord collected a rent deposit of \$2,800.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

8. Interest on the rent deposit, in the amount of \$111.88 is owing to the Tenant for the period from May 15, 2024, to January 29, 2026.
9. 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 March 14, 2026, pursuant to subsection 83(1)(b) of the Act. The Landlord seeks a standard order because they say they have been financially impacted by the Tenant's failure to pay the rent.
10. The Tenant submits that she has been making payments of \$400.00 each month plus the lawful monthly rent and is compliant with an interim order issued November 21, 2025, to pay the rent until the matter is concluded. She wishes to remain on the same repayment plan she has been making. In the alternative, the Tenant requests a termination date in June 2026, because she has surgery scheduled in May. She is 47 years old and not currently working, but expects to get back to work following her surgery.
11. The Landlords opposes the repayment plan because it will take nearly two years to make the Landlords whole. They argue this is prejudicial to them. They also argue that five months' termination is unreasonable.
12. During the hearing, I conducted a close examination of the Tenant's monthly income and expenses. Based on this discussion, I am not satisfied that the Tenant can pay the monthly rent while also paying off the outstanding arrears within a reasonable amount of time. She admits that she cannot afford the rental unit.
13. However, the Tenant has made significant payments towards the arrears since the application was filed, and I find a termination date of March 14, 2026, is appropriate in the circumstances. This will give the Tenant additional time to find suitable accommodations and recognizes her efforts to reduce the arrears.

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:**
 - \$8,600.00 if the payment is made on or before February 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,400.00 if the payment is made on or before March 14, 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 March 14, 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 March 14, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,268.87. This amount includes rent arrears owing up to the date of the hearing. 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.
6. The Tenant shall also pay the Landlord compensation of \$92.05 per day for the use of the unit starting January 30, 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 March 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 15, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 14, 2026, then starting March 15, 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 15, 2026.

February 6, 2026
Date Issued

Jane Dean
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 15, 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 February 14, 2026

Rent Owing To February 14, 2026	\$25,200.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$16,600.00
Total the Tenant must pay to continue the tenancy	\$8,600.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 14, 2026

Rent Owing To March 14, 2026	\$28,000.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$16,600.00
Total the Tenant must pay to continue the tenancy	\$11,400.00

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

Rent Owing To Hearing Date	\$23,780.75
Less the amount the Tenant paid to the Landlord since the application was filed	- \$16,600.00
Less the amount of the last month's rent deposit	- \$2,800.00
Less the amount of the interest on the last month's rent deposit	- \$111.88
Total amount owing to the Landlord	\$4,268.87
Plus daily compensation owing for each day of occupation starting January 30, 2026	\$92.05 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	