Order under Section 69
Residential Tenancies Act, 2006

Citation: Sterling Silver Development Corporation v DA SILVA, 2026 ONLTB 12903
Date: 2026-02-12
File Number: LTB-L-094448-25

In the matter of: 417, 730 DOVERCOURT RD
TORONTO ON M6H2W9

Between: Sterling Silver Development Corporation — Landlord

And

MARK ALMEIDA DA SILVA — Tenant

Sterling Silver Development Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict MARK ALMEIDA DA SILVA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 2, 2026.

The Landlord's legal representative, Sara Ginman, 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 $1,728.76. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is $56.84. This amount is calculated as follows: $1,728.76 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are $8,530.36.
7. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of $1,672.05 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.

9. Interest on the rent deposit, in the amount of $3.17 is owing to the Tenant for the period from January 1, 2026, to February 2, 2026.

Section 83 Considerations

10. The Tenant does not dispute the amount of arrears owing. The Tenant testified that he is employed as a high-rise carpenter and his work hours are highly dependent on the weather. The Tenant has been laid off work for the past 7 months and is presently disputing the denial of his Employment Insurance claim. The Tenant has had to rely on his savings to support him when he was not working. The Tenant stated he was recently called back to work 2 weeks ago.

11. The Tenant estimated his monthly income to be approximately $3,500.00 net when working a regular 40-hour week. A close examination of the Tenant’s monthly core expenses including rent revealed a surplus of approximately $690.00 per month. The Tenant requested that the Board consider conditional relief by way of a payment plan in the amount of $500.00 per month.

12. The Landlord was opposed to the Tenant’s proposed payment plan which would entail almost 18 months of payments. The Landlord's legal representative submitted this plan is too prejudicial to the Landlord.

13. Any payment plan has serious implications pursuant to section 78 of the Act if the Tenant is short on or misses any arrears or new rent payments. I find that to impart a payment plan of $500.00 on the Tenant would likely set him up to fail and therefore, is not sustainable and would be unfair to both the Tenant and the Landlord. With the Tenant’s stated income versus expenses, a $500.00 per month payment plan would then leave the Tenant with approximately $190.00 per month of expendable income and that is only if he is able to maintain his full-time employment which is cyclical and weather dependent. I note that there are several more months of inclement weather which is likely to affect the Tenant’s ability to work full time each week.

14. The Tenant has lived in the rental unit for over 10 years which is highly relevant under section 83. The Tenant lives alone in the rental unit and does not own any pets. The Tenant struggles with reading comprehension and for this reason he has not contacted any of the financial support agencies for which the Landlord had provided contact information. Under the circumstances, I find it appropriate to provide the Tenant with a delayed eviction date so that he may seek out possible financial assistance or secure alternative housing arrangements.

15. 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 15, 2026, pursuant to subsection 83(1)(b) of the Act.

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:**
   - $8,716.36 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

     OR

   - $10,445.12 if the payment is made on or before March 15, 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 15, 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 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord $5,426.06. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. 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 $56.84 per day for the use of the unit starting February 3, 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 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 15, 2026, then starting March 16, 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 16, 2026.

<u>**February 12, 2026**</u>
Date Issued

Melissa Anjema
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 16, 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 28, 2026

Rent Owing To February 28, 2026	$8,530.36
Application Filing Fee	$186.00
Total the Tenant must pay to continue the tenancy	**$8,716.36**

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 15, 2026

Rent Owing To March 31, 2026	$10,259.12
Application Filing Fee	$186.00
Total the Tenant must pay to continue the tenancy	**$10,445.12**

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

Rent Owing To Hearing Date	$6,915.28
Application Filing Fee	$186.00
Less the amount of the last month's rent deposit	- $1,672.05
Less the amount of the interest on the last month's rent deposit	- $3.17
Total amount owing to the Landlord	**$5,426.06**
Plus daily compensation owing for each day of occupation starting February 3, 2026 **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is $50,000.00.	$56.84 (per day)