



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sahadat v SCHWAN, 2026 ONLTB 30341

Date: 2026-04-17

File Number: LTB-L-007180-26

In the matter of: 127 CARSON DR
KITCHENER ON N2B2Z2

Between: Afzal Sahadat Landlord

And

NICOLLE SCHWAN Tenant

Afzal Sahadat (the 'Landlord') applied for an order to terminate the tenancy and evict NICOLLE SCHWAN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord 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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on February 15, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,395.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 15, 2026 are \$7,966.10.
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.

9. The Tenant testified regarding her financial situation and inability to pay the arrears within the eleven days normally ordered by the Board. The Tenant also has two children and underwent surgery two weeks before the hearing to remove her appendix. Thus, the Tenant requested a possible payment plan of \$250.00 per month for the arrears to avoid interest taking effect sooner and causing her family further financial distress. The proposed plan would take 33 months to complete. The Tenant also did not dispute that she has not made any rent/arrears payments for three months.
10. The Landlord was open to a payment plan but given the Tenant's payment history and the amount of arrears owing, he sought a larger sum upfront as security and good faith by the Tenant before he would accept smaller monthly payments. However, the Tenant was unable to meet the Landlord's request, and no consent agreement could be reached.
11. Having considered the parties' submissions, particularly the Tenant's financial circumstances and the prejudice to the Landlord by any prolonged delay in payments, I find it reasonable to use my discretion per s. 207(7) of the *Residential Tenancies Act, 2006* to postpone the accrual of any post-judgement interest until May 31, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 15, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$8,152.10. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

April 17, 2026
Date Issued

Fotoula Hatzantonis
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$7,966.10
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,152.10