



Order under Section 69 Residential Tenancies Act, 2006

Citation: Metcap Living Management Inc. v Chan, 2026 ONLTB 2224

Date: 2026-01-09

File Number: LTB-L-063109-25

In the matter of: 701, 80 WELLESLEY ST E
TORONTO ON M4Y1H3

Between: Metcap Living Management Inc.

Landlord

And

Cheung Yin Chan

Tenant

Metcap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Cheung Yin Chan (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on October 28, 2025.

Only the Landlord's legal representative Phylcia Thomas attended the hearing.

As of 10:02 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, in the circumstances, I find that that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the *Residential Tenancies Act, 2006* (the "Act").
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination – persistent late

3. On July 18, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served on July 23, 2025. The notice of termination contains the following allegations: between May 1, 2024 and July 1, 2025, the Tenant paid rent between 2 and 30 days late 15 times.
4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 15 times in the past 15 months.
5. Since the N8 Notice was served in July 2025, the Tenant has not made any late payments. August, September, and October rent were paid on time and the filing fee, although it had not yet been awarded by the Board, was also paid. The Tenant's ledger at the time of the hearing shows a credit balance of a few cents.
6. The Landlord's legal representative did not have any information about the Tenant's previous payment history or personal circumstances.

Relief from eviction

7. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
8. Although the Tenant did not appear at the hearing to make submissions, I am mindful that the Act is remedial legislation and that the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated, "to put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
9. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. In this case, after the Tenant was issued the N8 notice, the Tenant paid rent on time, which shows that the Tenant is able to do so. The Tenant is not in arrears of rent. There is minimal prejudice to the Landlord from an order which directs the rent to be paid on time beginning immediately. If any payment is late, the Landlord can obtain an eviction order under section 78 of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Beginning February 1, 2026 and for 12 months thereafter up to and including January 1, 2027, the Tenant shall pay rent on time and in full.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the

application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

January 9, 2026

Date Issued

Margo den Haan

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.