



Order under Section 69 Residential Tenancies Act, 2006

Citation: Metcap Living Management Inc. v Lamour, 2026 ONLTB 2874

Date: 2026-01-14

File Number: LTB-L-082255-25

In the matter of: 710, 26 ENGELHART CRES
SCARBOROUGH ON M1L2S9

Between: Metcap Living Management Inc.

Landlord

And

Henry Lamour

Tenant

Metcap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Henry Lamour (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 5, 2026.

The Landlord's Representative, Christine Daniel, 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). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$2,070.64. It is due on the 1st day of each month.
4. The Tenant has paid \$4,210.00 to the Landlord since the application was filed.
5. It was undisputed that the rent arrears owing to January 31, 2026, are \$6,612.70.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$6,798.70.

Relief from eviction

8. The Tenant testified that he had lost his job and found a new job and is scheduled to complete training at the end of the week at which time he will be working permanent full time. The Tenant then provided evidence as to his income and expenses. The Tenant testified that he would be able to pay the ongoing rent as of February 1, 2026, as well as \$600.00 toward arrears.
9. The Landlord's Representative submitted that a more aggressive payment plan would be more suitable, or the Landlord was open to a standard order with an extended eviction date to the end of February 2026.
10. However, the Act, like all legislation in the Province of Ontario, is remedial. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
11. The Court of Appeal for Ontario's reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
12. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
13. Here, the Tenant provided evidence of his willingness and ability to pay both the ongoing rent and the arrears. I therefore find that it is not unfair to issue a conditional order that reflects the payment plan the Tenant proposed at the hearing.
14. As such, 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 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$6,798.70 for arrears of rent up to January 31, 2026, inclusive of costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
February 1, 2026	\$600.00
March 1, 2026	\$600.00
April 1, 2026	\$600.00
May 1, 2026	\$600.00

June 1, 2026	\$600.00
July 1, 2026	\$600.00
August 1, 2026	\$600.00
September 1, 2026	\$600.00
October 1, 2026	\$600.00
November 1, 2026	\$600.00
December 1, 2026	\$600.00
January 1, 2027	\$198.70

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2026, to January 1, 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

January 14, 2026
Date Issued

 Nicole Pedron
 Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.