



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-082888-25

In the matter of: 0808, 1360 DANFORTH RD
SCARBOROUGH ON M1J1G4

Between: MetCap Living Management Inc. Landlord

And

David Njenga Tenants
Mercy Warui

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict David Njenga and Mercy Warui (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 8, 2026.

The Landlord's Legal Representative Christine Daniel and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,091.31. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$68.76. This amount is calculated as follows: \$2,091.31 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$10,365.24. The Tenants do not dispute the amount of the arrears.
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 \$2,039.68 from the Tenants 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 \$77.04 is owing to the Tenants for the period from June 1, 2024 to January 8, 2026.

Relief from eviction:

10. The Landlord's Legal Representative requested a standard 11-day eviction order stating that they had no other instructions from their client and that the Tenants did not speak with the Landlord about attempts to resolve this matter until the hearing date.
11. The Tenant, David Njenga ('DN') submits that he became unemployed in August, 2025 and recently commenced employment again. During DN's period of unemployment, his spouse was having a difficult pregnancy but they now have 3 young children, ages 3 ½ years, 20 months and 3 months old.
12. DN seeks to preserve the tenancy and requests a payment plan be ordered so that the arrears would be paid in full within 6 months. I find the request to be reasonable and any prejudice to the Landlord would be alleviated through the inclusion of section 78 in the order, in the event that the Tenants breach the repayment conditions in this order.
13. 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 Tenants shall pay to the Landlord the amount of \$10,551.24 which represents arrears of rent and costs outstanding for the period ending January 31, 2026.
2. The Landlord's application for eviction of the Tenants is denied on the condition that the Tenants shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:
 - \$2,000.00 on or before January 31, 2026;
 - \$2,000.00 on or before February 28, 2026;
 - \$2,000.00 on or before March 31, 2026;
 - \$2,000.00 on or before April 30, 2026;
 - \$2,000.00 on or before May 31, 2026; and
 - \$551.24 on or before June 30, 2026.

3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period commencing February 1, 2026 to June 1, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after June 30, 2024.

January 15, 2026
Date Issued

Heather Chapple
Vice Chair, 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

Rent Owing To January 31, 2026	\$10,365.24
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,551.24