



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

File Number: LTB-L-060379-25

In the matter of: 616, 1350 DANFORTH RD
SCARBOROUGH ON M1J1G3

Between: METCAP LIVING MANAGEMENT INC. Landlord

And

Jerrod Allen Tenant
Amanda Mccrindle

METCAP LIVING MANAGEMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Jerrod Allen and Amanda Mccrindle (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 6, 2026.

The Landlord's Legal Representative, Phylisia Thoma, and the Tenant, Amanda Mccrindle (AM), 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 \$1,838.40. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.44. This amount is calculated as follows: \$1,838.40 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 January 31, 2026 are \$18,234.71. The Tenant did 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 \$1,661.35 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 \$62.56 is owing to the Tenant for the period from June 1, 2024 to January 6, 2026.

Section 83 Considerations:

10. AM testified that she has not been living in the rental unit since July 2025 due to domestic violence with Tenant JA. Tenant JA was arrested and when he was released he returned to the rental unit and she has been staying with friends as she cannot return to the unit while JA is there, but she still lives in the rental unit. I find that despite AM not having lived in the rental unit for some time, she still remains a tenant in possession as she has never given up her right to occupy and intends to move back into the rental unit.
11. AM testified she has 4 children and she wants to return to the rental unit, but knows she cannot while JA remains in the rental unit and the arrears are significant. AM sought for a delay in eviction for 4 weeks to allow her time to retrieve her personal belongings in the unit as she has restricted access and needs to ensure JA is not present.
12. The Landlord sought a standard 11-day 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 postpone the eviction until February 8, 2026 pursuant to subsection 83(1)(b) of the Act.
14. I accept AM's evidence that due to ongoing criminal conditions for JA, that it will take longer for her to get access to the rental unit to move her belongings. I find that a short delay is not unfair, however any longer would be prejudicial to the Landlord given the arrears are significant.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
1. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$18,420.71 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$20,259.11 if the payment is made on or before February 8, 2026. See Schedule 1 for the calculation of the amount owing.
2. 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 February 8, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

3. **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 February 8, 2026.**
4. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,221.04. 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.
5. The Tenant shall also pay the Landlord compensation of \$60.44 per day for the use of the unit starting January 7, 2026 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 9, 2026 at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before February 8, 2026, then starting February 9, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 February 9, 2026.

January 16, 2026
Date Issued

Allana McComb
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 August 9, 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 January 31, 2026

Rent Owing To January 31, 2026	\$18,234.71
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,420.71

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 8, 2026

Rent Owing To February 28, 2026	\$20,073.11
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,259.11

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

Rent Owing To Hearing Date	\$16,758.95
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,661.35
Less the amount of the interest on the last month's rent deposit	- \$62.56
Total amount owing to the Landlord	\$15,221.04
Plus daily compensation owing for each day of occupation starting January 7, 2026	\$60.44 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	