



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-083489-25

In the matter of: 1608, 1350 DANFORTH RD
SCARBOROUGH ON M1J1G3

Between: METCAP LIVING MANAGEMENT INC. Landlord

And

NATASIA WEEKS Tenant

METCAP LIVING MANAGEMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict NATASIA WEEKS (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

The application was scheduled to be heard on January 15, 2026, by video conference. Before the start of the hearing, the parties engaged in private settlement discussions and advised that they had reached a settlement to resolve all matters at issue in the application. They requested an order on consent. The matter was referred to Dispute Resolution Officer (DRO) Nancy Fahlgren to assist in finalizing the terms and issue the requested order.

The Landlord's representative, Phylcia Thomas, the Tenant, and the Tenant's son, Rashad Weeks, were present. The Tenant did not meet with Tenant Duty Counsel prior to the hearing.

Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. The Tenant shall pay to the Landlord \$2,479.34. This amount represents \$2,293.34 for the reasonable cost the Landlord incurred to replace the damaged bathtub in the rental unit, and \$186.00 for the application filing fee.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 above as follows:
 - a) \$1,000.00 on January 15, 2026;
 - b) \$1,479.34 on or before February 15, 2026.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance to be paid by the Tenant to the Landlord pursuant to paragraph 2 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.

January 23, 2026
Date Issued

Nancy Fahlgren
Hearings Officer, 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.