



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

**Citation:** METCAP LIVING MANAGEMENT INC. v Sterling, 2026 ONLTB 7167

**Date:** 2026-01-29

**File Number:** LTB-L-098408-25

**In the matter of:** 1006, 1350 DANFORTH RD  
SCARBOROUGH ON M1J1G3

**Between:** METCAP LIVING MANAGEMENT INC. Landlord

**And**

Neville Sterling Tenant

METCAP LIVING MANAGEMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Neville Sterling (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 January 14, 2026.

Only the Landlord, represented by Moez Nabi, attended the hearing.

As of 10:26 AM, 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 18, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations which was attached as Schedule A to the N8:

1. August 2024 rent: paid August 15
  2. September 2024 rent: paid September 18
  3. October 2024 rent: paid October 17
  4. November 2024 rent: paid November 12
  5. December 2024 rent: paid December 9
  6. January 2025 rent: paid January 6
  7. February 2025 rent: paid February 18
  8. March 2025 rent: paid March 18
  9. April 2025 rent: paid April 24
  10. May 2025 rent: paid May 1 (on time)
  11. June 2025 rent: paid June 2
  12. July 2025 rent: paid July 3
  13. August 2025 rent: paid August 6
4. Following service of the N8, the Tenant has paid the rent late on the following dates:
1. September 2025 rent: paid September 2
  2. October 2025 rent: paid October 2
  3. November 2025 rent: paid November 7
  4. December 2025 rent: paid December 8
  5. January 2026 rent: paid January 5<sup>th</sup>.
5. Based on the Landlord's uncontested evidence I find that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 12 times in the past 13 rental periods.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. 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.
8. While the Tenant has continued to pay rent late, the number of days the rent is late has been reduced in recent months. The Landlord is not seeking termination of the tenancy, and instead requested an order for the Tenant to pay on time for a one-year period.

**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 the monthly rent by the first day of each and every month from February 1, 2026, through to and including January 31, 2027.
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.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 3, 2026 at 4.00% annually on the balance outstanding.

**January 29, 2026**  
**Date Issued**

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Jeanie Theoharis  
Member, Landlord and Tenant Board

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