



**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act**

File Number: LTB-L-070830-25-AM

In the matter of: 1906, 15 EVA RD
ETOBICOKE ON M9C4W3

Between: Metcap Living Management Inc. Landlord

And

Dexter Wilson Tenant

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

This application was heard by videoconference on November 10, 2025.

The Landlord's legal representative Krizia Hernandez and the Tenant attended the hearing.

This amended order is issued to correct clerical errors contained in the order issued on December 5, 2025.

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 \$2,164.54. It is due on the 1st day of each month.
4. The rent arrears owing to November 30, 2025, are \$12,908.70.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenant owes the Landlord is \$13,094.70. The Tenant agreed that this is the amount of rent arrears outstanding.

7. The Landlord listed Ryan Turner as a Tenant in the N4 notice and their L1 application. The Tenant testified that Ryan Turner was a guarantor and never took occupancy of the rental unit.
8. A copy of the lease agreement was submitted showing that both Ryan Turner and Dexter Wilson are listed as Tenants.
9. The evidence before me is that Ryan Turner was not in possession of the rental unit when the application was filed and has not resided in the rental unit for at least one year. I am not satisfied that Ryan Turner had notice of the proceedings and in these circumstances I find it is appropriate to amend the application to remove Ryan Turner from the application.

Relief From Eviction

10. The Tenant testified that they were experiencing a “rough time” but has been able to recover to a point that they are in a position to address the rent arrears.
11. The Tenant's evidence is that he has a chronic health condition, and his mother passed away which contributed to his challenges. The Tenant testified that he has been approved for assistance from the rent back in the amount of \$5,000.00, contingent on the Tenant providing proof to the rent bank that November's rent has been paid.
12. The Tenant requested a payment plan to satisfy the arrears and ensure timely payment of his ongoing rent. The Tenant gave a breakdown of their monthly income and expenses which was used to determine the viability of the proposed payment plan and based on the information provided by the Tenant, their payment plan leaves a small deficit with the payments towards the arrears.
13. Paul Tadros also testified that he works with the Tenant through the EPIC program, and it has been confirmed that funds will be provided through a rent bank in the amount of \$5,000.00. Paul Tadros also expressed confidence that the Tenant could meet the terms of a payment arrangement based on his understanding of the Tenant's finances.
14. The Landlord's representative expressed concern in relation to the affordability of the proposed payment plan especially since the arrears have continued to accumulate.
15. The Tenant's payment plan is aggressive and requires the Tenant to be diligent in adhering to the payment schedule. Based on the date of the proposed payments, the prejudice to the Landlord is minimized as the Landlord may apply upon a breach by the Tenant and a significant sum is required to be paid by the Tenant by the end of December 2025.
16. 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.

17. The payment dates proposed at the hearing have been adjusted based on the date this order will issue. The Tenant was advised that the payment plan would be ordered, and he would be bound to the payments ordered below.

It is ordered that:

1. The Tenant shall pay to the Landlord \$13,094.70 for arrears of rent up to November 30, 2025, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a. The Tenant shall pay to the Landlord \$2,164.54 representing rent for the month of November, 2025, on or before December 10, 2025.
 - b. The Tenant shall pay to the Landlord \$450.00 on or before December 12, 2025.
 - c. On or before December 31, 2025, the Tenant shall pay to the Landlord \$5,000.00.
 - d. Commencing on January 1, 2026, and on the first day of each month thereafter up to and including December 1, 2026, the Tenant shall pay to the Landlord \$450.00.
 - e. The Tenant's final payment of \$80.16 is due on or before January 1, 2027.
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 commencing December 1, 2025, up to and including 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 November 30, 2025.

December 5, 2025

Date Issued

Kyle McGraw

Member, Landlord and Tenant Board

February 2, 2026

Date Amended

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.