



Order under Section 69 Residential Tenancies Act, 2006

Citation: METCAP LIVING MANAGEMENT INC. v Mead, 2026 ONLTB 11290

Date: 2026-02-06

File Number: LTB-L-094760-25

In the matter of: 402, 2880 CARLING AVE
OTTAWA ON K2B7Z1

Between: METCAP LIVING MANAGEMENT INC. Landlord

And

Brandon Mead Tenant

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

This application was heard by videoconference on January 29, 2026. The Landlord's Legal Representative, Moez Nabi, and the Tenant, and their witness, Danielle Larocque ('DL'), attended the hearing.

Determinations:

1. The Landlord did not prove, on a balance of probabilities, the arrears claimed in the application. Therefore, the Landlord's application is dismissed.
2. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice), with a termination date of November 4, 2025. The Landlord submits that the Tenant had provided an N9 notice with a termination date of November 30, 2025. The Landlord seeks the rent which they claim is owed for the period of November 1 through 30, 2025.
3. The Landlord and Tenant dispute the date of termination of the tenancy. The Tenant submits that he moved out of the rental unit on October 25, 2025, and returned the keys to the Landlord on October 29, 2025, at about 4:30 pm. Although he could not recall the individual's name that he returned the keys to, he had a specific recollection of attending the rental unit on October 29, 2025, to double check that he had left everything in good order. He then attended the property manager's office and gave the keys back to a male, approximately 40 years old. This person told the Tenant he would "take care of it" when the Tenant asked if he needed to sign anything.

4. The Tenant acknowledged he had given the Landlord an N9 notice of termination with a termination date of November 30, 2025. However, he says he was able to find another unit earlier than this and moved to secure the new lease.
5. The Tenant's witness, DL, confirmed that the Tenant moved out of the rental unit on October 25, 2025. She states she knows this was the date because they had to borrow a trailer and arrange childcare that day. Although she has no firsthand knowledge of the Tenant returning the keys to the property manager, she says that the Tenant did text her that day saying he had done so.
6. The Landlord could not provide any documentary evidence to support when the keys were returned, nor any kind of move-out checklist. Their evidence is that they got the keys back "about three months ago." No one was called to testify.
7. The standard of proof in proceedings before this Board is "proof on a balance of probabilities." By that standard, the party bearing the burden of proof must show with evidence that, "more likely than not", their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.
8. I accept the Tenant and the DL's evidence. Both had specific recollections of moving out. The Tenant was able to recall the specific details such as the time he attended the rental unit on October 29, 2025.
9. I am not satisfied that the Landlord discharged their onus of proof that the Tenant remained in possession of the rental unit. No evidence which might typically be proffered was adduced. For example, no move out inspection report, witnesses, etc. The Landlord appears to have relied solely on the N9 the Tenant provided. Based on this, I am unable to find that the Landlord's version of events is more likely than not to be true.
10. The Tenant vacated the rental unit on October 29, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit.
11. The lawful rent is \$1,759.79. It was due on the 1st day of each month.
12. The Tenant has not made any payments since the application was filed.
13. The rent arrears owing to October 29, 2025, are \$(60.51).
14. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 29, 2025, the date the Tenant moved out of the rental unit.
2. The Landlord shall pay to the Tenant \$60.51. The Tenant owes the Landlord rent arrears owing up to the date the Tenant moved out of the rental unit. The amount of rent deposit and interest the Landlord owes on the rent deposit exceeds the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

3. If the Landlord does not pay the Tenant the full amount owing on or before February 17, 2026, the Landlord will start to owe interest. This will be simple interest calculated from February 18, 2026, at 4.00% annually on the balance outstanding.

February 6, 2026

Date Issued

Jane Dean

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$(60.51)
Total amount owing to the Landlord	\$(60.51)