



Order under Section 69 Residential Tenancies Act, 2006

Citation: MetCap Living Management Inc v DOSY, 2026 ONLTB 13112

Date: 2026-02-09

File Number: LTB-L-095022-25

In the matter of: 0310, 15 EVA RD
ETOBICOKE ON M9C4W3

Between: MetCap Living Management Inc

FEB 9, 2026

Landlord

And

FIFAMEH DOSY

Tenant

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

This application was heard by videoconference on February 2, 2026.

The Landlord's legal representative, C. Daniel, and the Tenant 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 \$2,229.67. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$73.30. This amount is calculated as follows: \$2,229.67 x 12, divided by 365 days.
5. The Tenant has paid \$3,800.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$7,387.36.
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 \$2,108.22 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 \$56.71 is owing to the Tenant for the period from January 1, 2025 to February 2, 2026.
10. The Landlord requests a standard termination order. They were willing to consent to an extended termination date to March 31, 2026.
11. The Tenant said that she was willing to consent to pay \$4,000.00 towards the arrears by March 31, 2026, but the remaining amount she would pay in increments of \$700.00 per month.
12. The Tenant has lived in the rental unit for 11 years with her three children who are now 13, 16, and 21. She said that the 21 year old works, but he does not contribute towards the rent. The Tenant said that her income is a combination of part-time work as a PSW, as well as ODSP, for a combination of approximately \$4,500.00 per month after tax. She said that she also receives \$600.00 child tax credit.
13. Although the Tenant has over \$5,000.00 of reported income per month, she said that she has fallen into arrears because she had a set back in September 2025 when her car needed major work, and her mother has been sick. She said that she has been travelling frequently to hospital for visits.
14. The Tenant said that her car repair cost almost \$3,000.00. She said that she is now intending to take on another part-time job, and she expects a large tax return in February or March 2026. She said that she wants to remain in the rental unit, and she will be able to pay \$700.00 towards arrears each month in addition to paying the rent in full and on time.

Reasons and Analysis:

15. I find that the Tenant has not proved, on a balance of probabilities that she would be able to comply with her proposed payment plan for the following reasons.
16. The Tenant had not disclosed any documentary evidence to support her income or expenditures prior to the hearing, and she was unable to explain why she had accrued such substantial arrears despite a sufficient income. I stood the matter down to permit her to disclose her work and ODSP income, and she had documentary evidence to prove, that even if she does not receive over \$5,000.00 per month, her income is close to that amount. She then mentioned that she has at least two large interest loans for which she is making payment. One of the screenshots of debits from her account demonstrated that she has a pre-authorized debit of at least \$400.00 for one of these loans. In addition, the Landlord's ledger demonstrates that the Tenant has been paying the rent late, and frequently short, throughout 2025, long before September 2025 when the Tenant said she had the car setback. She has also paid less than half the rent since November 2025.
17. Since the Tenant has been unable to pay the rent in full and on time for almost a year, and she is now over \$7,000.00 in arrears, I do not find that she would be successful with a payment plan of \$700.00 in addition to the rent each month. However, the Tenant said

that she receives a large tax refund each year that may be able to cover almost all the arrears. The Landlord's legal representative said that the Landlord is willing to consent to an extended termination order.

18. I have considered all of the disclosed circumstances above, 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 March 31, 2026 pursuant to subsection 83(1)(b) of the Act. This will give the Tenant a chance to get her tax refund and, therefore, the possibility of paying off all the arrears and voiding the order and maintaining her long-term tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,573.36 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,803.03 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. 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 March 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **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 March 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,325.36. 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.
6. The Tenant shall also pay the Landlord compensation of \$73.30 per day for the use of the unit starting February 3, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

9. 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 April 1, 2026.

February 9, 2026

Date Issued

Nancy Morris

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 October 1, 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 February 28, 2026

Rent Owing To February 28, 2026	\$11,187.36
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,800.00
Total the Tenant must pay to continue the tenancy	\$7,573.36

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$13,417.03
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,800.00
Total the Tenant must pay to continue the tenancy	\$9,803.03

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

Rent Owing To Hearing Date	\$9,104.29
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,800.00
Less the amount of the last month's rent deposit	- \$2,108.22
Less the amount of the interest on the last month's rent deposit	- \$56.71
Total amount owing to the Landlord	\$3,325.36
Plus daily compensation owing for each day of occupation starting February 3, 2026	\$73.30 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	