



Order under Section 69 Residential Tenancies Act, 2006

Citation: MetCap Living Management Inc. v Samweli, 2026 ONLTB 13385

Date: 2026-02-12

File Number: LTB-L-101507-25

In the matter of: 0606, 1975 ST. LAURENT BLVD
OTTAWA ON K1G3S7

Between: MetCap Living Management Inc. Landlord

And

Sadi Samweli Tenant

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

This application was heard by videoconference on February 5, 2026. The Landlord's Legal Representative, Krizia Hernandez, the Tenant and the Tenant's interpreter, Steve Ammda, attended the hearing.

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 \$2,197.99. It is due on the 1st day of each month.
4. The Tenant has paid \$4,395.98 to the Landlord since the application was filed.
5. The rent arrears owing to February 28, 2026 are \$2,164.52.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$2,350.52.

Relief from Eviction / Section 83 of the Act

8. The Landlord's Legal Representative requested an extended standard order to February 28, 2026. In this regard, she submitted that multiple attempts were made by the Landlord to discuss the arrears, but the Tenant was unresponsive. It was further submitted that the Landlord is a large landlord with significant overhead costs and that it relies on the payment of rent to operate the residential complex.
9. The Tenant lives in the rental unit with his wife and 4 children, ages 2, 5, 7, and 9 and they are expecting their fifth child in April. It was the Tenant's evidence that they came to Canada in October 2024 as refugees, and they were receiving financial assistance through the federal government. However, this funding came to an end in or around October 2025. The Tenant stated that there was approximately two months where he received no income. In this regard, there was a delay in transitioning from federal to provincial assistance. The Tenant stated that he now receives provincial assistance through Ontario Works and the child tax benefit, which combined is approximately \$4,425.00 per month.
10. The Tenant was opposed to termination of the tenancy and requested a payment plan that would allow him to pay off the arrears in 12 months. He stated that he could pay approximately \$196.00 per month on 21st day of each month, commencing March 21, 2026.
11. The Tenant stated that, if he was evicted, he and his family would have no place to go as they are new to Canada and do not have any friends or family that they can stay with. In addition, his wife is coming to the end of her pregnancy and they have 4 small children already. In light of this, moving would be quite difficult.
12. 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.
13. The Tenant has paid the rent that became due after the application was filed and so I find his testimony with respect to the transition from federal assistance to provincial assistance to be credible.
14. I find the Tenant's proposed payment plan to be viable. In this regard, the Tenant gave evidence with respect to his current income as well as his monthly living expenses in addition to the rent. After deducting the rent and living expenses from the Tenant's disclosed income, there is enough left over to pay the amount each month he has proposed toward the arrears.
15. Lastly, I find the Tenant's proposed payment plan to be reasonable. The arrears owed are relatively low and the plan proposed by the Tenant will see the arrears paid off within 12 months. There was no evidence to suggest that the Landlord would experience financial hardship or prejudice if a payment plan were ordered.

If the Tenant fails to comply with the payment plan, the Landlord is not without recourse and may apply under section 78 of the Act to terminate the tenancy.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,350.52 for arrears of rent up to February 28, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$196.00, on or before the 21st day of each month, for a period of 11 months, commencing March 21, 2026 to January 21, 2027; and
 - \$194.52, on or before February 21, 2027.
3. The Tenant shall also pay to the Landlord new rent in full, on or before the 1st day of each month, for the period of March 2026 to February 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 February 28, 2026.

February 12, 2026
Date Issued

Rachel Gibbons
Member, Landlord and Tenant Board

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