



**Amended Order
Order under Section 78(11)
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act**

Citation: MetCap Living Management Inc. v Khan, 2025 ONLTB 87722

Date: 2025-11-14

File Number: LTB-L-080745-25-SA-AM

In the matter of: 309, 186 CHURCH ST E
BRAMPTON ON L6V1H3

Between: MetCap Living Management Inc. Landlord

And

Rohul Amin Khan Tenants
Navelda Akhtar
Tahir Amin Khan
Maron Nisa Khan

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Rohul Amin Khan, Navelda Akhtar, Tahir Amin Khan and Maron Nisa Khan (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the mediated settlement signed by the parties on February 21, 2025, with respect to application LTB-L-080720-24.

The Landlord's application was resolved by ex parte order LTB-L-031068-25 issued on April 23, 2025. The Tenants filed a motion to set aside order LTB-L-031068-25 ('**Set Aside Motion #1**'). The Tenants' motion was resolved by consent order LTB-L-031068-25-SA issued on June 26, 2025.

The Landlord applied for an order to terminate the tenancy and evict the Tenants and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the consent order issued on June 26, 2025, with respect to application LTB-L-031068-25-SA.

The Landlord's application was resolved by order LTB-L-080745-25, issued on October 6, 2025. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-080745-25 ('**Set Aside Motion #2**').

This motion was heard by videoconference on November 6, 2025.

The Landlord's legal representative, Christine Daniel, and the third-named Tenant, 'TA', attended the hearing.

This amended order is issued to correct a clerical error in the original order that was issued on November 14, 2025.

Determinations:

The Breach

1. There is no dispute that the Tenants failed to meet a condition specified in the order issued by the LTB on June 26, 2025 with respect to application LTB-L-031068-25. The Tenants failed to pay September's rent in full by September 1, 2025, and failed to pay \$1,000.00 towards the arrears by September 20, 2025.

The Surrounding Circumstances

2. As I am satisfied that the Tenants breached the order issued on June 26, 2025, the next issue before me is whether it would be unfair in all the circumstances to grant the Tenants' motion and set aside the eviction order issued on October 6, 2025. For the following reasons, I find that it would not be unfair to grant the Tenants' motion.
3. I say this because this tenancy is a very long-term tenancy as the Tenants have lived in the rental unit for over twenty years. The Tenants moved into the rental unit, which is a two-bedroom apartment, in 2004. This means that the Tenants are paying well-below market rent for this apartment and would have great difficulty finding alternate housing that would be affordable for them.
4. I have also considered that the Tenants live in the rental unit along with their two-year old child, and TA's wife is pregnant and she is due to give birth on December 2, 2025. Not only does this present an immediate challenge for the Tenants to find alternate housing, but it creates long-term challenges for the Tenants and they will soon have a newborn in their household while the Tenant's wife recovers from childbirth. All of this suggests to me that the Tenants will not be physically able to pack up their belongings and move to another rental unit for at least several months.
5. At the hearing, I conducted a detailed analysis of the Tenants' monthly income and expenses. Based on the figures TA provided to me, I am satisfied that the Tenants can afford the monthly rent while still having some additional funds left over each month. However, based on a realistic estimate of the Tenants' income, it is apparent to me that the previous two payment plans have been too aggressive and this explains why the Tenants have been unable to adhere to those terms.
6. While I recognize that the outstanding arrears are \$12,493.06, I also recognize that eviction is a remedy of last resort and is particularly undesirable when dealing with such a long-term tenancy and vulnerable Tenants. While the Landlord did make submissions at the hearing regarding their circumstances, the Landlord provided no evidence to establish that they have experienced significant financial challenges as a result of these arrears and I am not persuaded by their submission that this tenancy must be terminated.

7. For all of these reasons, and after considering all of the circumstances, I find that it would not be unfair to grant the Tenants' motion and set aside the eviction order.
8. Furthermore, rather than implement yet another aggressive and unreasonable payment plan, I find that it would not be unfair to implement a payment plan that would see the Tenants pay off the arrears in a slow, steady and very manageable way. It is in both the Landlord's and the Tenants' interests that these arrears be paid off while also allowing the Tenants to pay their monthly rent in full. I find that a more gradual payment plan is the most effective way to preserve this tenancy while also being fair to the Landlord and ensuring that the Landlord is paid the monthly rent and arrears they are owed.
9. For these reasons, and based on the calculations I conducted at the hearing, I find that requiring the Tenants to pay \$300.00 towards the arrears each month, while also paying their rent in full and on time, will accomplish the goals outlined above. I find that this payment plan should be manageable for the Tenants particularly since their child tax benefit will increase once their second child is born which should cover any additional expenses that result from this second child.
10. However, the Tenants are cautioned that, as this is their second Set Aside Motion, the Board will not likely look favourably on them if they fail to make either their rent or arrears payments in full and on time and the Landlord is forced to file yet another application to terminate this tenancy. The Tenants are strongly encouraged to make all of the payments as outlined in this payment plan in order to preserve their tenancy.
11. This order contains all the reasons within it and no further reasons will be issued.

It is ordered that:

1. The motion to set aside Order LTB-L-080745-25, issued on October 6, 2025, is granted.
2. Order LTB-L-080745-25, issued on October 6, 2025, is set aside and cannot be enforced.
3. The previous order issued on June 26, 2025 with respect to LTB-L-031068-25 is cancelled and replaced with the following order:
4. The Tenants shall pay to the Landlord \$12,493.06 for arrears of rent up to November 30, 2025, and costs.
5. The Tenants shall pay to the Landlord the amount set out in paragraph 4 of this order by paying \$300.00 on or before the 15th day of each month commencing December 15, 2025, until the arrears are paid in full.
6. The Tenants shall also pay to the Landlord new rent in full on or before the first day of each month for the period commencing December 1, 2025, until the arrears are paid in full.
7. **If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 4 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the Board pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and**

related charges that became owing after November 30, 2025. The Landlord must make this application no later than 30 days after the Tenants' failure to make a payment.

November 14, 2025
Date Issued

Laura Hartsliel
Member, Landlord and Tenant Board

February 13, 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.