



Order under Section 69 Residential Tenancies Act, 2006

Citation: METCAP LIVING MANAGEMENT INC. v ASLAM, 2026 ONLTB 15554

Date: 2026-02-24

File Number: LTB-L-100453-25

In the matter of: 1101, 25 COUGAR CRT
TORONTO ON M1J3E5

Between: METCAP LIVING MANAGEMENT INC.

Landlord

And

AWAIS ASLAM
SHEE MAR SHEE MAR

Tenants

METCAP LIVING MANAGEMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict AWAIS ASLAM and SHEE MAR SHEE MAR (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 10, 2026. The Landlord's Legal Representative, Christine Daniel, and the Tenant, Awais Aslam ('AA'), attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,338.43. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$76.88. This amount is calculated as follows: \$2,338.43 x 12, divided by 365 days.
5. The Tenants have paid \$3,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$11,030.58.
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 \$2,338.43 from the Tenants 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 \$50.18 is owing to the Tenants for the period from February 3, 2025 to February 10, 2026.

Relief from Eviction / Section 83 of the Act

10. The Landlord's Legal Representative requested a standard 11-day termination order.
11. I considered whether the Landlord attempted to negotiate a repayment agreement with the Tenants pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord's Legal Representative submitted that a letter was sent with the N4 Notice and when the application was filed. The letters included a payment plan form for the Tenants to fill out if they wanted a payment plan. However, no response was received from the Tenants.
12. It was the evidence of AA that the Tenants have lived in the rental unit for approximately one year and they live with their four-year-old child. AA stated that they have struggled to pay the rent due to AA being involved in accident in January 2025, with the result that he was unable to work. The other Tenant has been in school and has not been working. The Tenants' current income is approximately \$1,100.00 per month, which consists of child tax benefits and income from part-time work.
13. As the Tenants' current income is less than the monthly rent, AA was asked how the Tenants intended to pay the rent and the arrears going forward. AA stated that he applied for Ontario Works ('OW') approximately three weeks ago and expects to receive \$1,100.00 per month and believed that OW would pay \$5,000.00 toward the arrears. In addition, AA expected to receive income replacement benefits as a result of his accident and also expected to receive back pay.
14. AA requested a payment plan and stated he could pay \$7,000.00 on or before March 5, 2026, \$3,000.00 on or before April 1, 2026 and thereafter the Tenants would pay the monthly rent plus \$700.00 until the arrears were paid in full.
15. In the alternative, AA requested at least 30 days to vacate if the tenancy is terminated as the Tenants do not have any friends or family that they can stay with.
16. The Landlord was opposed to the payment plan proposed by AA but was agreeable to a delay of eviction to March 31, 2026.

Analysis

17. The Tenants' current income is less than the monthly rent and AA did not have any documentary evidence to support his testimony, such as written confirmation from OW or his insurance company, that he would be receiving OW benefits or income replacement benefits. Similarly, there was no documentary evidence to support AA's testimony that he would be receiving a lump sum from OW or his insurer. In light of this, I am not satisfied

that the Tenants have sufficient income to comply with the payment plan AA proposed and so it is denied.

18. 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 postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act. This postponement will give the Tenants some additional time to either void this order or find a new home and move out,

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$11,216.58 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$13,555.01 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before March 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$7,258.34. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$76.88 per day for the use of the unit starting February 11, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before March 31, 2026, the Tenants 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 24, 2026
Date Issued

Rachel Gibbons
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 Tenants 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	\$14,030.58
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$3,000.00
Total the Tenants must pay to continue the tenancy	\$11,216.58

B. Amount the Tenants 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	\$16,369.01
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$3,000.00
Total the Tenants must pay to continue the tenancy	\$13,555.01

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

Rent Owing to Hearing Date	\$12,460.95
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$3,000.00
Less the amount of the last month's rent deposit	- \$2,338.43
Less the amount of the interest on the last month's rent deposit	- \$50.18
Total amount owing to the Landlord	\$7,258.34
Plus daily compensation owing for each day of occupation starting February 11, 2026	\$76.88 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	