



**Amended Order under Section 78(11)
Residential Tenancies Act, 2006 and
Section 21.1 Statutory Powers Procedures Act**

Citation: MetCap Living Management Inc. v Fialho, 2026 ONLTB 4525

Date: 2026-02-18

File Number: LTB-L-093501-25-SA-AM

In the matter of: 2205, 55 TRILLER AVE
TORONTO ON M6R2H6

Between: MetCap Living Management Inc. Landlord

And

Alexandra Fialho Tenant

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Alexandra Fialho (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on September 29, 2025 with respect to application LTB-L-058398-25.

The Landlord's application was resolved by order LTB-L-093501-25, issued on November 12, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-093501-25.

This motion was heard by videoconference on December 17, 2025.

The Landlord's legal representative, Sofia Enriquez, and the Tenant attended the hearing.

This order is clerically amended to correct a typographical error in the paragraphs referred to in the order section. The corrected reference is bolded and underlined for easy reference.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on September 29, 2025 with respect to application LTB-L-058398-25. The Tenant paid only part of the rent due on October 1 and November 1, 2025 and did not pay the rent due on December 1, 2025. The Tenant did not make the arrears payment required on November 1, 2025.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-093501-25.
3. The Tenant made payments towards the lawful rent due in October and November, however deductions taken by the payment processing systems used resulted in the Landlord receiving less than the full amount. The Tenant was unsure if they should pay the December rent as the Landlord was proceeding with eviction proceedings but acknowledges that in hindsight, they should have paid the amount to demonstrate their ability and intention to do so.
4. The Tenant did not make the arrears payment because they received a notification that their hydro would be disconnected for non-payment, so they paid the hydro bill instead. They did not anticipate this notice when entering into the payment plan.
5. The Tenant has returned to work and is able to make the missed payments and make the ongoing arrears payments of \$400.00 per month. They have a teenager with health conditions which would be negatively impacted by an eviction, and a young child.
6. If the Tenant makes the missed payments by December 23, 2025 as they propose, the Landlord will not be prejudiced by a re-instatement of the original payment plan. The parties were advised that the decision will be reserved until after December 23, 2025; if the Tenant makes the payment of \$2,285.00 as proposed to catch up the payment plan, the tenancy will be continued with the same ongoing payment plan terms.

Payment Made

7. The Tenant paid \$2,286.00 on December 22, 2025 to make up for all missed payments.

It is ordered that:

1. The motion to set aside Order LTB-L-093501-25, issued on October 16, 2025, is granted.
2. Order LTB-L-093501-25, issued on October 16, 2025, is set aside and cannot be enforced.
3. The previous order issued on October 16, 2025 with respect to LTB-L-058398-25 is amended as follows:
 - a) The Tenant shall pay to the Landlord \$5,489.00 which represents the amount of rent owing up to December 31, 2025, and the cost of filing the application.
 - b) The Tenant shall pay this amount as follows:

On the first of every month from January 1, 2026 to January 1, 2027	\$400.00
February 1, 2027	\$289.00

- c) The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period of January 1, 2026, through to February 1, 2027, or until the arrears are paid in full, whichever date is earliest.
- d) 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 **3** 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 the Tenant pay any new arrears, NSF fees and related charges that became owing after December 31, 2025.

January 19, 2026
Date Issued

February 18, 2026
Date Amended

Dawn Carr
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.