



Order under Section 69 Residential Tenancies Act, 2006

Citation: MetCap Living Management Inc. v Busa, 2026 ONLTB 16700

Date: 2026-02-25

File Number: LTB-L-098165-25

In the matter of: 0810, 1975 ST. LAURENT BLVD
OTTAWA ON K1G3S7

Between: MetCap Living Management Inc. Landlord

And

Tadesse Busa Tenant

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

This application was heard by videoconference on February 17, 2026.

The Landlord's legal representative, Christine Daniel, the Tenant and the Tenant's interpreter, Muluwerk Derebe, 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 \$1,837.93. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.43. This amount is calculated as follows: $\$1,837.93 \times 12$, divided by 365 days.
5. The Tenant has paid \$45.21 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026, are \$9,008.65.
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 \$1,809.96 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 \$50.25 is owing to the Tenant for the period from January 1, 2025, to February 17, 2026.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'). In particular, I have considered the Tenant's financial situation.
11. At the hearing, I conducted a detailed analysis of the Tenant's monthly income and expenses. Based on the figures the Tenant provided to me, I find that the Tenant has a monthly deficit of well over \$1,000.00 each month. This deficit is due to several factors. First, the Tenant is an Uber Driver which requires him to own a vehicle. The Tenant is paying \$540.00 per month to finance that vehicle, \$340.00 per month for car insurance and \$800.00 per month for gas. The Tenant's total monthly expenses related to his vehicle are \$1,680.00. Also, as part of his Uber job, the Tenant says he incurs approximately \$150.00 per month in speeding tickets. Finally, the Tenant says he has three children and he sends \$800.00 to his home country to support his family. This means the incurs \$2,630.00 in additional monthly expense related to his vehicle and supporting his family. Although the Tenant is working two jobs, he simply cannot afford his monthly rent, utilities and other expenses in addition to the expenses related to his vehicle and supporting his family.
12. At the hearing, I informed the parties that, based on the figures the Tenant provided, he could not afford the monthly rent and clearly could not afford to pay the outstanding arrears and costs which are \$9,194.65 for the period ending February 28, 2026. I would also note that the Tenant has made no payments towards the rent or the arrears since November 2025.
13. I have also considered that the Tenant has lived in the rental unit for almost two years and he lives alone in the unit. The Tenant confirmed at the hearing that there are no young children living with him and he does not have any disabilities which would negatively impact his ability to find alternate accommodations.
14. However, despite the Tenant's bleak financial situation, the Landlord informed me at the hearing that they were agreeable to providing the Tenant with some additional time to pay the outstanding arrears and attempt to save this tenancy. As the Landlord is holding a last month's rent deposit, the Landlord suggested that they were agreeable to allowing the Tenant until March 31, 2026, to either pay the outstanding arrears or find alternate accommodations.
15. Based on the Landlord's suggestion, and after considering all of the circumstances, I find that it would not be unfair to postpone the eviction until March 31, 2026, pursuant to subsection 83(1)(b) of the Act.
16. This order contains all the reasons within it and no further reasons will be issued.

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:**
 - \$9,194.65 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,032.58 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 \$6,523.82. 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 \$60.43 per day for the use of the unit starting February 18, 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 25, 2026
Date Issued

Laura Hartslief
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	\$9,053.86
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$45.21
Total the Tenant must pay to continue the tenancy	\$9,194.65

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	\$10,891.79
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$45.21
Total the Tenant must pay to continue the tenancy	\$11,032.58

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

Rent Owing To Hearing Date	\$8,243.24
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$45.21
Less the amount of the last month's rent deposit	- \$1,809.96
Less the amount of the interest on the last month's rent deposit	- \$50.25
Total amount owing to the Landlord	\$6,523.82
Plus daily compensation owing for each day of occupation starting February 18, 2026	\$60.43 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

