



Order under Section 69 Residential Tenancies Act, 2006

Citation: MetCap Living Management Inc. v Nedinis, 2026 ONLTB 13651

Date: 2026-03-04

File Number: LTB-L-096176-25

In the matter of: 1214, 1350 DANFORTH RD
SCARBOROUGH ON M1J1G3

Between: MetCap Living Management Inc. Landlord

And

Antonios Nedinis Tenant

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Antonios Nedinis (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 Representative, Phylcia Thomas, and the Tenant's Representative, Tariq Obeidi, 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 \$1,212.21. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.85. This amount is calculated as follows: \$1,212.21 x 12, divided by 365 days.
5. The Tenant has paid \$3,430.02 to the Landlord since the application was filed.
6. The Tenant's Representative submitted that the Tenant did not receive the Above Guideline Increase ("AGI") Order dated January 6, 2025, which authorized the Landlord to increase the rent above the guideline and therefore the Tenant did not pay the increased amounts. Instead, the Tenant continued to pay the rent at the pre-AGI order amount.

7. The AGI order authorized the Landlord to take a 3.00% increase for the period of January 1, 2022, to December 1, 2022, 3.00% for January 1, 2023, to December 1, 2023, and 0.99% for January 1, 2024, to December 1, 2024. These increases were in addition to the annual guideline increases.
8. The Landlord's Representative submitted that the increases were in accordance with the AGI order and the arrears owing are due to the Tenant's failure to pay the AGI increase.
9. First, as it pertains to the Tenant's Representative's submissions on whether the Tenant received the AGI order. In *Toronto Community Housing Corp. v Zelsman*, 2017 ONSC 5289, the Divisional Court upheld the LTB's determination that when it comes to determining whether a notice was validly served, the issue is not whether the Tenant received a notice(s) but instead whether the Landlord served them. The same can be said with any document, the question is not whether the Tenant has received the document, in this case the AGI order, but whether it was properly served.
10. In *TCHC v Zelsman*, supra, the Divisional Court affirmed the analysis of the Board of the Act and the Board's rules with respect to service as follows:
 - 15 subsection 191(1) of the Act says that a document like a notice of rent increase "is sufficiently given to a person" by way of a number of permissible methods including many methods other than personal service. Some of those permissible methods are listed in the Act and some can be found in the Board's Rules. What subsection 191(1) means is that a [sic] long as someone like the Landlord in this case sends the document to the Tenant by one of the permissible methods, then under the Act the Tenant has been served whether she actually received the document or not because it was "sufficiently given" if served in accordance with section 191.
 - 16 This interpretation of subsection 191(1) is supported by the other provisions of the section. Subsection 191(3) says when a notice is served by mail (which is a permissible method of service) it is deemed to have been received five days after mailing. Clearly, it is not unknown for individuals not to receive things that are mailed to them but under subsection 191(3), as long as it was mailed the recipient is deemed to have received it. Subsection 191(2) says that when a notice is not given in accordance with one of the permissible methods it "shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period". In other words the only time the Landlord has to establish the Tenant actually received the notice of termination is when it fails to use one of the methods of service that are permissible under the Act and Rules. As such, the Landlord does not have to establish the notice was received if properly served.
11. Here, the Landlord was provided with an order to serve each Tenant a copy of the AGI order and provide the Board a copy of a certificate of service once it was done. The Landlord provided a certificate of service indicating a copy of the AGI order was mailed to the Tenant on January 10, 2025.

12. Section 191(1)(f) of the *Residential Tenancies Act*, 2006 (the 'Act') indicates a document is sufficiently given to a person if it is mailed to the last known address of the person. Section 191(3) of the Act provides that a document given by mail is deemed to have been given on the fifth day after mailing. Therefore, the Tenant was deemed to have been given the AGI order on January 15, 2025.
13. I am satisfied that the Landlord served the AGI order in accordance with the Act, and therefore the Tenant was properly served the AGI order whether the Tenant actually received the AGI order or not.
14. I am also satisfied that the Landlord properly increased the rent in accordance with the AGI order and the Tenant has failed to pay the increased amount which has resulted in an arrears balance.
15. The rent arrears owing to February 28, 2026, are \$688.70.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$1,111.16 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.
18. Interest on the rent deposit, in the amount of \$17.96 is owing to the Tenant for the period from May 1, 2025, to February 5, 2026.

Section 82 Issues

19. The Tenant's Representative attempted to raise issues under section 82 of the Act.
20. Section 82(2) of the Act provides that the tenant is required to give advance notice they intend to raise issues under section 82(1) in accordance with the LTB's Rules.
21. Under the Board's Rule 19.4 a tenant who wishes to raise issues under section 82(1) is required to both provide the Board and other parties with a written description of issues they wish to raise and a copy of their evidence at least 7 days prior to the hearing. Under Rule 19.5 a party who does not comply with Rule 19.4 shall not be permitted to raise issues under section 82(1) during a hearing for a landlord's application about rent arrears unless the Board is satisfied the tenant could not comply with the requirements.
22. Here, the Tenant did not provide the Landlord nor the Board 7 days prior notice of their intent to raise issues under section 82(1) of the Act. The Tenant's Representative provided that they understood the Rules to require only 5 days prior notice as it was in reply under Rule 19.2. However, as discussed above Rule 19.4 specifically indicates that for issues being raised under section 82, 7 days advanced notice must be given. I am not satisfied that the Tenant had an adequate explanation for failing to provide notice of his intent to raise issues under section 82(1).
23. On that basis I ruled that the hearing would proceed, and the Tenant would not be permitted to raise issues under section 82(1) of the Act during the hearing. This does not

preclude the Tenant from filing their own application related to the issues they wished to raise.

Relief from eviction

24. The Tenant's Representative provided that the Tenant was a retired senior citizen on a fixed income and that it would be an undue hardship to require the Tenant to pay the full amount of arrears. The Tenant's Representative requested that the Tenant have six months to pay one-half of the balance owing and that one-half of the balance be waived.
25. The Landlord's Representative was seeking a standard order with a delayed eviction date to the end of February to allow the Tenant time to pay the arrears in full.
26. Here, the Tenant has continued to make some rent payments and has only failed to pay the AGI order increase. The Landlord is also holding a last month's rent deposit. I do not have the authority to decrease the amount of arrears owing. However, I find it would not be unfair to delay the eviction to the end of April 2026 to allow the Tenant time to pay the arrears in full.
27. 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 April 30, 2026, pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$2,086.91 if the payment is made on or before March 15, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$3,299.12 if the payment is made on or before April 30, 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 April 30, 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 April 30, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,267.38. See Schedule 1 for the calculation

of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$39.85 per day for compensation for the use of the unit starting February 6, 2026, until the date the Tenant moves out of the unit.

6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 May 1, 2026.

March 4, 2026
Date Issued

Nicole Pedron
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 November 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 March 15, 2026

Rent Owing To March 31, 2026	\$5,330.93
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,430.02
Total the Tenant must pay to continue the tenancy	\$2,086.91

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$6,543.14
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,430.02
Total the Tenant must pay to continue the tenancy	\$3,299.12

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

Rent Owing To Hearing Date	\$3,105.76
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,430.02
Less the amount of the last month's rent deposit	- \$1,111.16
Less the amount of the interest on the last month's rent deposit	- \$17.96
Total amount owing to the Landlord	\$(1,267.38)
Plus daily compensation owing for each day of occupation starting February 6, 2026	\$39.85 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	