



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-101814-25

In the matter of: 1117, 37 JOHNSON ST
BARRIE ON L4M5C3

Between: Metcap Living Management Inc. Landlord

And

Diana Feaver Tenant
Thomas Dalbarco

Metcap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Diana Feaver and Thomas Dalbarco (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 23, 2026.

The Landlord's representative Phylcia Thomas and the Tenant Diana Feaver 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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on December 31, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit. This was not in dispute.
4. The lawful rent is \$1,731.41. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$6,207.42. This was not in dispute.
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 \$1,669.80 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$321.61 is owing to the Tenant for the period from July 1, 2015 to December 31, 2025.
10. The Tenant sought a payment plan on the arrears. I did not find the Tenant's proposal reasonable in the circumstances, therefore no payment plan on the arrears will be ordered.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 31, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$4,402.01. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 15, 2026 at 4.00% annually on the balance outstanding.

March 3, 2026

Date Issued

Brett Lockwood

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.