



Order under Section 69 Residential Tenancies Act, 2006

Citation: Metcap Living Management Inc. v Clare, 2026 ONLTB 19513

Date: 2026-03-04

File Number: LTB-L-080506-25

In the matter of: 1504-15 Eva Rd.
Etobicoke, ON M9C4W3

Between: Metcap Living Management Inc. Landlord

And

Yonnick Clare Tenant
Brea Fox

Metcap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Yonnick Clare and Brea Fox (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on March 2, 2026.

The Landlord's Representative, Krizia Hernandez, and Tenant, Yonnick Clare (on his own behalf and on behalf of Tenant, Brea Fox), attended the hearing.

The Tenant declined to met with Tenant Duty Counsel prior to the commencement of 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 \$2,499.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$82.16. This amount is calculated as follows: \$2,499.00 x 12, divided by 365 days.
5. The Tenant has paid \$9,849.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$10,143.00.
7. The Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges and \$10.00 for bank fees the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenant which were returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,499.00 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.
10. Interest on the rent deposit, in the amount of \$39.54 is owing to the Tenant for the period from June 1, 2025, to March 2, 2026.

Relief from Eviction

11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, 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.
12. The Landlord's Representative submitted that the Tenant fell into rental arrears beginning in August 2025. The Landlord subsequently notified the Tenant of the outstanding balance and requested that a payment arrangement be made. The Landlord made multiple written attempts to resolve the arrears: first, by way of a letter enclosed with the N4 Notice, advising of the arrears and inviting the Tenant to propose a payment plan; second, following the filing of the L1 Application; and third, on February 23, 2026, when the Landlord's disclosure materials were provided to the Tenant.
13. The parties also met privately prior to the hearing to discuss resolution. During that discussion, the Tenant proposed a repayment plan of \$200.00 per month, which the Landlord declined. Given the total amount of the arrears and the fact that the proposed payment schedule would require approximately 51 months to satisfy the arrears, Ms. Hernandez requested that a standard eviction order be issued.
14. The Tenant did not dispute the amount of the arrears. He advised that he wished to set a termination date and vacate the rental unit, acknowledging that he does not have sufficient income to propose a viable repayment plan. Mr. Clare

requested an extended termination date of April 30, 2026; however, the Landlord did not consent to a termination date beyond March 31, 2026.

15. I inquired as to when the Tenant would be able to pay the rent for March 2026 in full. Mr. Clare advised that he was scheduled to be paid on Friday, March 6, 2026, and would be able to pay the full March rent on that date. I asked if he would agree to an extended termination date of April 30, 2026, on the condition that the March 2026 rent be paid in full on or before March 6, 2026. I explained to Mr. Clare that, should he fail to make the full rent payment by the specified date, the Landlord would be entitled to apply to the Board under section 78 of the Act for an earlier termination of the tenancy. The Tenant agreed to these terms.
16. I sought confirmation from Ms. Hernandez as to whether the Landlord would consent to an extended termination date of April 30, 2026, with section 78 provisions attached. She advised that she could not formally consent to the arrangement but did not object to the proposed terms.
17. The parties were advised that an order would issue with a termination date of April 30, 2026, including section 78 provisions conditional upon payment in full of the March 2026 rent on or before March 6, 2026.

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:**
 - \$10,379.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$12,878.00 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. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,505.78. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$82.16 per day for the use of the unit starting March 3, 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 April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.
8. 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.
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 May 1, 2026.

Additional Conditions

10. The Tenant shall pay to the Landlord the rent for March 2026, on or before March 6, 2026.
11. If the Tenant fails to make the payments in accordance with paragraphs 10 of this order, 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 prior to April 30, 2026, and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

March 4, 2026
Date Issued

Ken Audziss
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 31, 2026

Rent Owing to March 31, 2026	\$19,992.00
Application Filing Fee	\$186.00
NSF Charges	\$50.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,849.00
Total the Tenant must pay to continue the tenancy	\$10,379.00

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	\$22,491.00
Application Filing Fee	\$186.00
NSF Charges	\$50.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,849.00
Total the Tenant must pay to continue the tenancy	\$12,878.00

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

Rent Owing to Hearing Date, March 2, 2026	\$17,657.32
Application Filing Fee	\$186.00
NSF Charges	\$50.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,849.00
Less the amount of the last month's rent deposit	- \$2,499.00
Less the amount of the interest on the last month's rent deposit	- \$39.54
Total amount owing to the Landlord	\$5,505.78
Plus, daily compensation owing for each day of occupation starting March 3, 2026	\$82.16 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	