



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

File Number: LTB-L-105936-25

In the matter of: 0617, 2737 KIPLING AVE
ETOBICOKE ON M9V4C3

Between: MetCap Living Management Inc. Landlord

And

Sashelle Mcleggon Tenants
Guled Daher
Nathaniel Dockery

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sashelle Mcleggon, Guled Daher and Nathaniel Dockery (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on March 3, 2026.

The Landlord's Representative Stella Idahosa and the Tenant Nathaniel Dockery attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,165.63. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$71.20. This amount is calculated as follows: \$2,165.63 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$8,663.15.
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 \$1,956.62 from the Tenants 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 \$83.48 is owing to the Tenants for the period from May 1, 2024 to March 3, 2026.
10. The Landlord requested a termination of the tenancy by way of a standard order.
11. The Tenant acknowledged that the arrears of rent are owing, although more than he expected, as he is just returned to the unit. The Tenant testified that he was able to pay the rent going forward and make payments towards the arrears, as he is employed full time and receives a child tax credit.
12. The tenant proposed a repayment plan by making a payment immediately in the amount of \$4,000.00 and additional \$500.00 payments until the arrears are paid in full.
13. The Landlord's Representative submitted that the landlord was not consenting to the repayment plan as the arrears are substantial.
14. Balancing the interests and prejudices to each of the parties, I find that the repayment of the arrears by way of the Tenant's proposed payment plan is reasonable based on his circumstances. This will allow the Tenants housing to be preserved and repayment can be made with prejudice to the Landlord alleviated by allowing the Landlord to apply to the Board for termination of the tenancy without further notice to the Tenant in the event the Tenant fails to comply with the conditions of this order.
15. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenants shall pay to the Landlord \$8,849.15 which represents the amount of rent owing up to March 31, 2026, and the cost of filing the application.
2. The Tenants shall pay this amount owing to the Landlord as follows:

The Tenant shall pay to the Landlord \$4,000.00 on or before March 13, 2026.

The Tenant shall pay to the Landlord \$500.00 per month on the 20th day of each month starting March 20, 2026, and continuing on until November 20, 2026 inclusive, and a final payment on December 20, 2026 in the amount of \$349.15.

3. 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 April 1, 2026, through to December 1, 2026, or until the arrears are paid in full, whichever date is earliest.

4. 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 1 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 that the Tenant pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

March 4, 2026
Date Issued

Brenda Mercer
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.