



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: MetCap Living Management Inc. v Pacheco, 2026 ONLTB 23388

Date: 2026-03-19

File Number: LTB-L-076887-25-RV

In the matter of: 712, 440 RATHBURN RD
ETOBICOKE ON M9C3S7

Between: MetCap Living Management Inc. Landlord

And

Ana Maria Pacheco Tenant

Review Order

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

This application was resolved in favour of the Landlord by order LTB-L-076887-25 issued on December 11, 2025 and based on a hearing that took place on December 8, 2025 where only the Landlord attended.

On December 16, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 17, 2025 interim order LTB-L-076887-25-RV-IN was issued, staying the order issued on December 11, 2025.

On January 29, 2026, the Tenant's review request was granted with interim order LTB-L-076887-25-RV-IN2 being issued and the presiding Member directed the application to a fresh hearing.

This application was heard by videoconference on March 10, 2026.

The Landlord's Legal Representative, Phylcia Thomas, and the Tenant's Agent, Wendy Ramirez, attended the hearing.

Determinations:

Preliminary Issues

Is the Tenant's Agent a tenant?

1. At the commencement of the hearing, the Tenant's agent raised two preliminary issues relating to the lawful monthly rent and her status as a tenant.
2. The Tenant's agent, who is also her daughter, testified that the tenancy began in 2007 under an agreement with the previous landlord. She has lived in the rental unit since 2016 and has been responsible for ensuring the monthly rent is paid. However, she was unable to provide a copy of the tenancy agreement showing that she is listed as a tenant.
3. The Landlord's representative submitted a copy of the rent ledger, which identifies the Tenant as the sole named tenant responsible for the rental unit. Although the ledger lists the tenancy start date as November 1, 2016, the representative explained that this reflects the date the Landlord took possession of the residential complex, not the actual commencement of the Tenant's occupancy.
4. As the preliminary issue was raised by the Tenant's agent, the burden rests on her to establish that she is a tenant and that the Landlord agreed to include her in the tenancy agreement. The Tenant's agent did not provide any documentary evidence to support this assertion, and therefore I am not satisfied that she is a tenant. While she may believe she holds tenant status because she pays the rent, the act of paying rent alone does not create a landlord-tenant relationship. Any rent paid by someone other than the named tenant is considered a payment made on the Tenant's behalf.

Lawful Monthly Rent

5. The Tenant's agent testified that the monthly rent amount stated on the N4 notice of termination is incorrect. She explained that for the months she paid rent in 2025, she paid \$1,474.00 through direct debit. According to her testimony, this was the amount confirmed each time by the management office, and she was unaware that the rent had increased to \$1,511.28. She stated that she only became aware of the increase after requesting a copy of the rent ledger. The Tenant's agent denied receiving any notices from the Landlord relating to a rent increase.
6. The Landlord's representative relied on the rent ledger provided in evidence. She stated the rent has increased each year in accordance with the guideline and the Tenant has been provided with an N1 Notice of Rent Increase 90 prior to the allowable rent increase.
7. After reviewing the rent ledger, I find that the rent increased each year in accordance with the guideline, except in 2021 when rent increases were not permitted. The Tenant's agent's assertion that the management office informed her of the monthly rent amount was not supported by any receipts or other documentary evidence. Additionally, the Tenant's agent is not entitled to receive notices issued by the Landlord unless they are provided to her by the Tenant. Based on the evidence before me, I am satisfied on a balance of probabilities that the lawful monthly rent as of January 1, 2026 is \$1,543.01.

L1 Application

8. 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.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$1,543.01. It is due on the day first day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$50.73. This amount is calculated as follows: $\$1,543.01 \times 12$, divided by 365 days.
12. The Tenant has paid \$3,017.84 to the Landlord since the application was filed.
13. The rent arrears owing to March 31, 2026 are \$13,852.03.
14. The Landlord incurred costs of \$244.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,470.52 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.
16. Interest on the rent deposit, in the amount of \$5.84 is owing to the Tenant for the period from January 1, 2026 to March 10, 2026.

Relief from eviction

17. The Landlord's representative submitted that the Landlord is seeking a standard 11-day voidable eviction order. She stated that the rent arrears are substantial and, given that the Tenant has not made a payment since June 20, 2025, the Landlord has little confidence the Tenant will comply with a payment plan. She further submitted that the Landlord offered a repayment plan to the Tenant on August 25, 2025, but the Tenant did not respond.
18. The Tenant's agent did not dispute the amount of rent arrears owed to the Landlord and requested a payment plan however no definitive repayment plan was provided by the Tenant's agent.
19. The Tenant's agent testified that the Tenant works part-time and does not contribute significant income however, she herself is employed full-time and earns a monthly income of \$3,786.00. She stated that their monthly expenses, including rent, cell phone charges, and food, total approximately \$1,944.00. She emphasized that this is a long-term tenancy and that securing alternative housing would be difficult. She also noted their strong ties to the community and that the Tenant provides babysitting services within the neighbourhood. The Tenant's agent proposed that the rent arrears be repaid over a 12-month period and expressed confidence in her ability to comply with such a repayment plan.
20. 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

subsections 83(1)(a) and 204(1) of the Act. This is a long-term tenancy, and I accept the Tenant's good-faith intention to preserve it. The proposed repayment plan is reasonable, providing for all arrears to be paid within twelve months while ensuring that ongoing monthly rent is paid on time. While the Landlord will be required to monitor payments, this is an ordinary aspect of operating a rental business, and there is no prejudice to the Landlord if the arrears are repaid and rent continues to be paid as required.

It is ordered that:

1. The Landlord's application for eviction of the Tenant is denied on the condition that the Tenant shall pay to the Landlord \$14,038.03, which represents the rent and costs owing up to and including March 31, 2026.
2. The Tenant shall make the following payments to the Landlord in respect to the monies owing under paragraph 1 of this order:
 - a) **\$1,170.00 (arrears and costs)** on or before April 15, 2026 and every month thereafter on or before the 15th day of each corresponding month for a total of 11 months, up to and including February 15, 2027; and
 - b) **\$1,168.03 (balance of arrears)** on or before March 15, 2027 (the 12th month).
 - c) The Tenant shall **also** pay the Landlord the lawful monthly rent for the months of April 2026 up to and including March 2027 in full, and on or before the 1st day of each corresponding month.
3. If the Tenant fails to make any of the payments in accordance with paragraph 2 of this order, and by the dates required, then:
 - a) The Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a payment condition set out in paragraph 2 of this order.
 - b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

March 19, 2026

Date Issued

Susan Priest

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.