



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

Citation: VURAL v MetCap Living - Apartments For Rent, 2026 ONLTB 19190

Date: 2026-03-17

File Number: LTB-T-087113-24-RV

In the matter of: 1116, 100 Gloucester Street
Toronto, ON M4Y1M1

Between: NUR VURAL Tenants
Emre YESILKAYA

And

MetCap Living - Apartments For Rent Landlord

Review Order

NUR VURAL and Emre YESILKAYA (the 'Tenants') applied for an order determining that MetCap Living - Apartments For Rent (the 'Landlord') collected or retained money illegally.

The Tenants also applied for an order determining that the Landlord failed to meet the Landlord's maintenance obligations under the Residential Tenancies Act, 2006 (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was resolved by order LTB-T-087113-24 issued on December 2, 2025. The Tenants alleged that there were unable to participate in the November 25, 2025, hearing.

On December 19, 2025, the Tenant requested a review of the order.

On December 19, 2025 interim order LTB-T-087113-24-RV-IN was issued.

The request to review was heard by videoconference on February 27, 2026.

Only the Tenants attended the hearing.

I was satisfied that the Landlord received the Notice of Hearing and there was no request to adjourn before me. There was no indication in the Portal that the notice of hearing had been returned as undeliverable to the Landlord. The Board records show that the Landlord logged into the Portal on November 2, 2024, updated their email address and consented to receive notices via email from the Board.

Also present on February 27, 2026, was another legal representative for the Landlord, Christine Daniel for an unrelated matter. Christine Daniel confirmed that one of her colleagues would be joining the hearing as they did not have any instructions in relation to this matter.

Notwithstanding, the Landlord being made aware of this hearing by the Board and one of their own legal representatives prior to the hearing being called, the Landlord was not present or represented in this hearing.

Determinations:

1. The Tenants alleged that they were not reasonably able to participate in the November 25, 2025, hearing.
2. They testified that on the day of the hearing, the Tenant Nur Vural had a medical emergency and that they went to the hospital for treatment and as a result they did not attend the hearing.
3. After considering the testimony the Board granted the request for a review.
4. The Board's power to review a decision may be exercised if a party to a proceeding was not reasonably able to participate in the proceeding. The case law from Divisional Court generally instructs the Board that the meaning of the phrase "not reasonably able to participate" should be interpreted broadly, to ensure natural justice, and where a party shows a genuine intent to participate in a hearing but was prevented from doing so, they should be entitled to a hearing through the review process. A party's genuine intent to participate must be borne out by the evidence which clearly demonstrates the party's intent to participate in the hearing. See *Kewallal v. Jackson*, 2011 ONSC 1557; *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708, TSL-21992-11-RV (Re), 2012 CanLII 27914 (ON LTB); TEL-09087-10-RV (Re), 2011 CanLII 26960 (ON LTB); SWT-07158-10 (Re), 2010 CanLII 67967 (ON LTB).
5. In *King-Winton v. Doverhold Investments* 2008 CANLII 60708 (ON SCDC), the Divisional Court stated: "Being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less".
6. I was satisfied based on the uncontested evidence of the Tenants that their explanation for why there were not reasonable able to participate in the hearing was reasonable in all the circumstances, and that they had a genuine intent to participate.
7. The re-hearing was immediately conducted.

T1 Application

8. The T1 application was amended to include a claim that the Landlord did not return the rent deposit to the Tenants.
9. The Tenant's vacated the rental unit on August 13, 2024 with termination effective as of August 31, 2024. They allege that the Landlord did not refund the rent deposit or pay interest on the rent deposit. They stated that they also paid a key deposit which had not been refunded.
10. The Tenants testified that they paid a rent deposit in the amount of \$2,360.00 on January 1, 2023, as well as the key deposit.

11. The Tenants referred to DOC-4376607. This is an email to the Landlord dated August 13, 2024, confirming intention to vacate, and confirming that the Landlord had advised them they will rent out the unit as of September 1, 2024. The Tenants also requested their rent deposit to be returned.
12. The Tenants stated that once they vacated that the Landlord entered the unit and repainted the unit to prepare it for the next tenants.
13. The Tenants advised that to the best of their knowledge the Landlord has not applied for an order for any arrears of rent or arrears owing pursuant to sub-section 88(1)1. They further testified that the Landlord has reported rent owing to a collection agency and that this has affected their credit scores.
14. Based on the uncontested evidence, I am satisfied that the Landlord has not refunded the rent deposit, not paid interest on the rent deposit, therefore these amounts shall be ordered. I am satisfied that the Landlord does not have an offsetting or cross-claim for any unpaid arrears or an order pursuant to sub-section 88(1)1. I am also satisfied that it is more likely than not that the Landlord had re-rented the unit as of September 1, 2024, therefore the Landlord has mitigated their potential losses.
15. I have calculated the interest on the rent deposit from the date collected to the date of the review hearing, total amount \$157.62.

T6 Application

16. The Tenants testified that they discovered bedbugs near the end of July 2024. They reported this to the Landlord. They stated that the Landlord did conduct a first and second treatment. However, even after that they continued to have a bed bug problem. They were still waking up with bed-bug bites or being bitten in their rental unit.
17. They stated that after the 2nd treatment the Landlord had advised them there was nothing further, they could do. They state that the Landlord had advised that the infestation likely may have begun in a unit next door where they had been treating for bedbugs.
18. They stated that they disposed on their bedframe, mattress, a duvet, curtains, bedsheets and carpets in order not to bring the bedbugs to their new rental. They stated that they have not had any bedbug problems in their new rental.
19. Based on the uncontested evidence, I was satisfied on a balance of probabilities that the Landlord had failed to maintain the rental unit in a safe condition fit for habitation.
20. The Tenant requested a rent abatement equal to one months rent for having to live with the bedbugs in July and August 2024, and for the Landlord's failure to adequately address it.
21. In *Offredi v. 751768 Ontario Ltd.*, 1994 CanLII 11006 (ON SCDC) at paragraph 12, the Divisional Court found that there is no mathematical way in which an appropriate amount of a rent abatement could be determined.

As to the amount of the reduction, the learned judge recognized that there was no mathematical way in which an appropriate amount could be determined. He obviously wrestled with the problem and arrived at the conclusion that 20% was a fair figure in this case to compensate the tenants for the deplorable conditions to which they have been subjected. We can see no justification for our changing that decision, made by the judge who heard the evidence as to those conditions.

22. I must consider what is fair in all the circumstances. I have reviewed all of the photos of the bedbug bites that the Tenants have suffered and while noting that the Landlord may have attempted to resolve the problem, it appears they also decided that there was nothing more they were prepared to do to resolve the problem. As a result, I am satisfied that one month rent compensation is reasonable and appropriate in all the circumstances.
23. The Tenants requested \$3,918.00 for the costs to replace property they disposed of because the Landlord did not effectively treat for bedbugs. They stated this amount was an estimate of what they had paid.
24. I note that Health Canada has published online [pest control tips](#) on how to get rid of bedbugs. It does recommend that any items that cannot be washed, heated or steam cleaned should be thrown out.
25. As a result, based on the ineffective treatment by the Landlord it is likely that the Tenant did throw out many items including those listed above in order to avoid bringing bedbugs to their new unit, and that appears to have been successful. Therefore, I am satisfied on a balance of probabilities that the amount requested is reasonable and appropriate in all the circumstances.
26. The tenants also requested compensation for out-of-pocket expenses in the amount of \$200.00 for their own efforts to treat the bedbugs and for medication. I am satisfied based on the uncontested evidence that this amount is reasonable and shall be ordered.
27. The Tenants also asked in the hearing to have their credit scores corrected to reflect that they did not owe the Landlord any money and that the Landlord did not have an order for any arrears of rent. I consented to this request. A Landlord that takes any action that negatively affects a Tenant's credit score without lawful authority is in my view abusing their power as a Landlord.
28. The Tenants paid \$48,00 application fee and are entitled to be reimbursed that amount.

It is ordered that:

1. The request to review order LTB-T-087113-24 issued on December 2, 2025, is granted.
2. The order is replaced as follows.
3. The Tenancy is terminated as of August 31, 2024, when the Tenants provided vacant possession to the Landlord.
4. The Landlord shall pay to the Tenants \$9,043.62. This amount represents:
 - Rent deposit, \$2360.00
 - Unpaid interest on rent deposit, \$157.62
 - Rent abatement, \$2,360.00
 - Replace property, \$3,918.00
 - Out of pocket expenses, \$200.00
 - Application fee \$48.00
5. The Landlord shall pay the Tenants the full amount owing by March 28, 2026.
6. If the Landlord does not pay the Tenants the full amount owing by March 28, 2026, the Landlord shall owe interest. This will be simple interest calculated from March 29, 2026 at 4% annually on the balance outstanding.
7. The Landlord shall take all necessary steps to cancel any unlawful efforts to collect arrears of rent for which they do not have an order from the Board.
8. The Landlord shall take all necessary steps to rescind any negative notices that may have been placed on the Tenants credit history. There being no lawful authority for arrears, any negative reports amount to making a false report to a credit agency.
9. The Tenants may also submit this order to any credit reporting agency to have their credit history corrected.

March 17, 2026
Date Issued

Robert Patchett
Vice Chair, 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.