



Order under Section 69 Residential Tenancies Act, 2006

Citation: MetCap Living Management Inc. v Hill, 2026 ONLTB 23620

Date: 2026-03-24

File Number: LTB-L-107653-25

In the matter of: 0205, 80 WELLESLEY ST E
TORONTO ON M4Y1H3

Between: MetCap Living Management Inc.

Landlord

And

Lance Hill

Tenant

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

This application was heard by videoconference on March 16, 2026.

The Landlord's Representative, Christine Daniel, and the Tenant, Lance Hill, 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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,491.82. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.05. This amount is calculated as follows: \$1,491.82 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. It was undisputed that the rent arrears owing to March 31, 2026, are \$7,395.83.
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 \$1,303.32 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.
9. Interest on the rent deposit, in the amount of \$38.21 is owing to the Tenant for the period from January 1, 2025, to March 16, 2026.

Relief from eviction

10. The Tenant testified he could pay ongoing rent as of April 1, 2026, and then could pay \$1,491.82 on the 16th of each month toward arrears. The Tenant testified that his brother was now living with him and he was going to increase the amount of rent he was charging his brother which would enable him to pay both ongoing rent and the arrears. The Tenant testified that his current income was only \$1,000.00 per month and his brother was paying \$1,500.00 per month toward rent. The Tenant also testified that he had not informed his brother about this planned increase. The Tenant's brother was not present at the hearing.
11. The Landlord's Representative submitted that the Tenant's brother was aware of the financial situation or the rent arrears situation and was not present to testify if they were agreeable with the Tenant's plan and therefore the Tenant's payment plan was speculative. The Landlord's Representative provided that the Tenant's payment plan was unsustainable as the Tenant's income was insufficient to cover rent and any repayment plan proposed and therefore the Landlord was seeking a standard order.
12. In this case, I am not satisfied that the Tenant's income is sufficient to cover his current rent and expenses. The Tenant's evidence about increasing the portion his brother pays toward rent was speculation at best. The Tenant's brother was unaware of this proposal and there was no evidence that he had agreed or would agree to this proposal. There is the possibility that the Tenant's brother would instead choose to move out instead of paying more than what the current rent is.
13. Based on the evidence before me, I am not satisfied that the tenancy is viable due to the Tenant's insufficient income to cover rent and payments toward arrears.
14. Unfortunately, it is more unfair to the Landlord to allow the tenancy to continue as it is unclear when or if the Tenant's financial circumstances would improve to the point of paying all ongoing rent in addition to arrears.
15. As such, 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**

- \$7,581.83 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,073.65 if the payment is made on or before April 4, 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 4, 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 4, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,533.28. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. 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 \$49.05 per day for the use of the unit starting March 17, 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 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 5, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 4, 2026, then starting April 5, 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 April 5, 2026.

March 24, 2026
Date Issued

Nicole Pedron
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 October 5, 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	\$7,395.83
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,581.83

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 4, 2026

Rent Owing to April 30, 2026	\$8,887.65
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,073.65

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

Rent Owing to Hearing Date	\$6,688.81
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,303.32
Less the amount of the interest on the last month's rent deposit	- \$38.21
Total amount owing to the Landlord	\$5,533.28
Plus, daily compensation owing for each day of occupation starting March 17, 2026	\$49.05 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	