



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

File Number: LTB-L-071136-25

In the matter of: 801, 55 TRILLER AVE
TORONTO ON M6R2H6

Between: MetCap Living Management Inc. Landlord

And

Jacqueline Pillon Tenant

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

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

The Landlord's legal representative, Phylicia Thomas and the Tenant 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 \$2,044.29. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$67.21. This amount is calculated as follows: \$2,044.29 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$18,537.34.
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 \$1,963.35 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 \$81.39 is owing to the Tenant for the period from May 1, 2024 to February 10, 2026.

Relief from eviction

10. At the hearing, the Landlord's legal representative requested a standard 11-day eviction order, submitting that the Tenant has made no payments toward either the arrears or the ongoing rent since the application was filed and that the arrears have become significant. The Landlord's legal representative further submitted that, despite the Landlord's efforts to engage the Tenant, no attempts have been made by the Tenant to negotiate a repayment plan. As a result, the Landlord takes the position that the Tenant is unable to repay the arrears and that the tenancy is not viable.
11. The Tenant testified that she has applied for various forms of financial assistance and that the matter had previously been adjourned to allow time for those supports to be put in place. However, she stated that she has not received any responses, in part because her caseworkers have been on holidays or unavailable since the last hearing date. The Tenant advised that she remains in contact with Rent Bank, the Ontario Disability Support Program (ODSP), and Reconnect services, but that no funding or assistance has been approved as of the date of the hearing. She also stated that she has been hospitalized twice since the last hearing but is making efforts to address her situation.
12. The Tenant further testified that she has been unable to work for approximately one month due to medical issues and, as a result, prioritized payment of essential services such as internet, hydro, and phone over rent. She acknowledged that although she received a rent subsidy, those funds were used to restore disconnected services rather than to pay rent. The Tenant stated that she intends to repay the arrears.
13. The Tenant submitted that her monthly income is approximately equal to the monthly rent. She further advised that she is awaiting a decision on her ODSP application and is exploring other means to increase her income.
14. I have considered all of the evidence before me, including the Tenant's circumstances and efforts to obtain financial assistance. While I acknowledge the challenges described by the Tenant, including her health issues and attempts to secure additional income, I am not satisfied that the tenancy is viable. The Tenant has made no payments toward the arrears or ongoing rent, continues to have insufficient and uncertain income, and has no confirmed timeline for receiving financial assistance. As a result, the arrears continue to increase, causing significant prejudice to the Landlord. Although I had indicated at the hearing that I would consider granting an extended eviction date to March 31, 2026 in light of the Tenant's circumstances and length of tenancy, that date has now passed. As such, in accordance with the Board's usual practice, and given the absence of any payments or concrete plan to address the arrears, a standard 11-day eviction order shall issue.
15. 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:**
 - \$20,767.63 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$22,811.92 if the payment is made on or before April 5, 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 5, 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 5, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,306.41. 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 \$67.21 per day for the use of the unit starting February 11, 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 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 6, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 5, 2026, then starting April 6, 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 6, 2026.

March 25, 2026
Date Issued

Christina Philp
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 6, 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	\$20,581.63
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,767.63

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 5, 2026

Rent Owing To April 30, 2026	\$22,625.92
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$22,811.92

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

Rent Owing To Hearing Date	\$17,165.15
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,963.35
Less the amount of the interest on the last month's rent deposit	- \$81.39
Total amount owing to the Landlord	\$15,306.41
Plus daily compensation owing for each day of occupation starting February 11, 2026	\$67.21 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	