



Order under Section 78(11) Residential Tenancies Act, 2006

Citation: MetCap Living Management Inc. v Brennan, 2026 ONLTB 26679

Date: 2026-04-02

File Number: LTB-L-012608-26-SA

In the matter of: 0817, 37 JOHNSON ST
BARRIE ON L4M5C3

Between: MetCap Living Management Inc.

Landlord

And

Michelle Brennan
William Brennan

Tenants

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Michelle Brennan and William Brennan (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the Board on January 27, 2026 with respect to application LTB-L-091013-25.

The Landlord's application was resolved by order LTB-L-012608-26, issued on February 17, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-012608-26.

This motion was heard by videoconference on March 26, 2026.

The Landlord and the Tenants attended the hearing. The Landlord was represented by Stella Idahosa.

Determinations:

1. There is no dispute between the parties that the Tenants breached the original order issued on January 27, 2026. The Tenants failed to pay the rent due in full on or before February 1, 2026.
2. That means the next question for the Board is whether it would be unfair in all of the circumstances to set aside the eviction order issued on February 17, 2026.
3. The Tenants moved into the rental unit in July of 2023. They are spouses and live in the unit with their 17 year old son who is a special needs child, currently not in school, and with a past history of substance abuse. The first-named Tenant is not working and has

multiple medical challenges. She is diabetic, uses a CPAC machine and oxygen supplementation, and is currently using a wheelchair and awaiting knee replacement surgery. The second-named Tenant works full time and has recently obtained additional part-time work.

4. In the spring of 2025, the Tenants fell into arrears of rent. The Landlord filed an L1 application with the Board on October 29, 2025, and that application came before the Board for a hearing on January 20, 2026. The first-named Tenant attended on behalf of both Tenants and agreed with the Landlord to proceed by way of Board-facilitated mediation. They entered into a consent agreement that resulted in a Board order which says the Tenants owe \$5,710.97 for arrears of rent up to January 31, 2026, and costs. The order requires the Tenants to pay to the Landlord \$1,000.00 on the 20th day of each month for the period February 20 to April 20, 2026, with a final payment towards the arrears of \$1,010.97 due May 20, 2026. The order also requires the Tenants to pay new rent on time and in full for the period starting February 1, 2026, and continuing until the arrears are paid. Finally, the order says that if a payment is missed the Landlord is entitled to file application for an eviction order without a hearing pursuant to s. 78 of the *Residential Tenancies Act, 2006* (the 'Act').
5. What this means is that the first payment due under the repayment plan was the rent due February 1, 2026. The Tenants' current rent is \$2,202.69.
6. After the hearing and prior to the end of January, 2026, the Tenants paid to the Landlord \$1,000.00, but the rent payment they gave the Landlord for the rent due February 1, 2026, did not go through. Since that happened, the Tenants have made two additional payments of \$1,000.00 each, on February 11 and March 25, 2026. As a result, the balance owing as of the date of hearing before me is \$7,116.35.
7. When the Tenants failed to pay the rent due February 1, 2026, the Landlord filed an application under s. 78. On February 17, 2026, the Board issued an eviction order without holding a hearing.
8. On February 26, 2026, the Tenants filed the set aside motion which is currently before the Board seeking to set aside the eviction order of February 17, 2026. To summarise, it says the mediated order was not voluntary, or informed, or realistic. The first-named Tenant felt "pressured", the payment plan was "impossible", and she did not understand missing a payment would result in an eviction without a hearing. I have listened to the audio recording from that day and it indicates the Tenant was specifically told this, said she agreed, and then asked if she could continue to pay through the Landlord's portal.
9. The Tenants want to stay in the rental unit. The second-named Tenant is now working a second job and they are essentially asking the Board to grant their motion and replace the original repayment plan with one which is more feasible given their income and expenses.
10. The Landlord opposes the Tenants' request on the grounds that the Tenants' behaviour and their evidence indicates that they cannot afford the rental unit.
11. The Tenants say their total household take home income from the two jobs the second-named Tenant is currently working totals about \$4,800.00 a month. The first-named Tenant has asked her doctor to complete a medical form so she can apply for the disability

tax credit but that has not yet been done. They say their non-rent related monthly expenses total about \$1,730.00 leaving approximately \$850.00 left over.

12. The Tenants say they believe a realistic repayment plan would be \$500.00 a month. But they acknowledge they cannot pay the rent due for April 1, 2026. The second-named Tenant's two jobs both pay him bi-weekly. His most recent cheque of March 25, 2026, was for about \$2,000.00. The Tenants paid the Landlord \$1,000.00 out of that cheque. They also paid for utilities and some groceries and have \$600.00 left over. As a result, they cannot pay April's rent on time. They say they can pay at least \$1,000.00 or more every two weeks.
13. The difficulty with this evidence of the Tenants is that it suggests the tenancy is not sustainable. Paying \$1,000.00 every two weeks would barely cover the monthly rent. It would do nothing to pay off the rent arrears which have been steadily climbing for a considerable period of time.
14. The Tenants' acknowledgement that they cannot pay the rent due April 1, 2026, and their pattern of payment to the Landlord since the original order was agreed to, strongly support the conclusion that they can only afford to pay the Landlord the monthly rent in instalments. They concede that is true for the near future. But they suggest they can start paying the rent on time as of May 1, 2026, as well as \$500.00 towards the rent arrears monthly.
15. Given the Tenants' behaviour to date and their testimony before the Board I am satisfied that they can afford to pay the monthly rent and by May 1, 2026, they may even be able to start paying it on time. But I am not satisfied the Tenants can achieve that goal while also paying an amount towards the rent arrears. Their behaviour since the original order was entered into and the growth in the rent arrears since then, is more compelling evidence than their promises to pay made at the hearing.
16. Although not determinative of my decision I am also cognizant of the fact that the first-named Tenant agreed on behalf of both Tenants to a repayment plan on January 20, 2026, that she knew the Tenants could not afford. The Tenants then filed a set aside motion that claims the first-named Tenant did not understand that missing a payment would result in eviction without a hearing while the audio recording from the hearing strongly suggests that is not the case.
17. Given all of the above, I am not satisfied that it would not be unfair to set aside the eviction order. I believe that whatever payment plan the Board might construct is highly likely to fail and that would not be fair to anyone involved.
18. As a result, the Tenants' motion must be denied.
19. That leaves the question of the timing of the lifting of the stay. The Tenants ask for six months to move.
20. The Landlord led no evidence with respect to the Landlord's circumstances or with respect to the timing of the lifting of the stay.
21. Given the first-named Tenant's medical issues, the challenges facing the Tenants' son, and the families' income level, finding new and suitable housing will take time so some

delay would be reasonable. But this tenancy is less than three years old so comparable housing at a similar price point should be available. As a result, the lifting of the stay shall be delayed to May 31, 2026.

22. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The motion to set aside order LTB-L-012608-26, issued on February 17, 2026, is denied.
2. The stay of order LTB-L-012608-26 is lifted effective May 31, 2026.

April 2, 2026
Date Issued

Ruth Carey
Vice Chair, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.