



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

File Number: LTB-L-003455-26

In the matter of: 604, 2737 KIPLING AVE
TORONTO ON M9V4C3

Between: METCAP LIVING MANAGEMENT INC. Landlord

And

Bright Iyase Tenant
Maureen Aghahowa

METCAP LIVING MANAGEMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Bright Iyase and Maureen Aghahowa (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on March 31, 2026.

Only the Landlord's Legal representative Stella Idahosa attended the hearing.

As of 9:26 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$1,845.25. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.67. This amount is calculated as follows: \$1,845.25 x 12, divided by 365 days.
5. The Tenant has paid \$6,278.18 to the Landlord since the application was filed.

6. The rent arrears owing to March 31, 2026 are \$45.25.
7. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$5.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,645.15 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.
10. Interest on the rent deposit, in the amount of \$10.14 is owing to the Tenant for the period from February 1, 2026 to March 31, 2026.
11. 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 not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.

It is ordered that:

1. The Tenant shall pay to the Landlord \$45.25. This amount includes rent arrears owing up to March 31, 2026 and the cost of filing the application and unpaid NSF charges.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 20, 2026 at 4.00% annually on the balance outstanding.

April 8, 2026
Date Issued

Alicia Johnson
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.