



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

File Number: LTB-L-095824-25

In the matter of: 0134, 10 RUNNYMEDE RD
KINGSTON ON K7M2A1

Between: MetCap Living Management Inc. Landlord

And

Nesa Beaubrun Tenant
Malcolm Beaubrun

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

This application was heard by videoconference on January 21, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Phylicia Thomas.

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 \$2,166.38. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$71.22. This amount is calculated as follows: \$2,166.38 x 12, divided by 365 days.
5. The Tenant has paid \$3,166.38 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$10,835.84.
7. The Landlord seeks a standard, voidable eleven-day order.

Tenant's Request for Relief

8. The Tenant does not dispute the arrears as claimed by the Landlord and seeks to preserve their tenancy.
9. The Tenant testified that their work permit expired in August 2025 which led to the accrual of rent arrears. Since then, the Tenant has been consulting with foreign embassies and currently has a job offer on which basis they will be applying for another work permit.
10. The Tenant submits they are able to pay the rent going forward and an additional \$500.00 towards the arrears on the 15th of each month. Commencing May 2026, this amount will increase four-fold until the arrears are paid in full.
11. The Landlord opposes the repayment plan as the arrears are substantial and the debt would most-likely be uncollectible.
12. Based on the evidence before the Board I find the arrears owed to January 31, 2026 total \$10,835.84. This is undisputed.
13. With respect to the request for relief, while I agree with the Landlord in that the arrears are substantially high, I find the Tenant is able to make good on their promise based on their evidence and so I find the circumstances warrant providing them with a final opportunity to preserve their tenancy.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The arrears and costs owing to January 31, 2026 total \$11,021.84 which shall be paid by the Tenant to the Landlord as follows:
 - a) \$500.00 on or before April 15, 2026;
 - b) \$2,000.00 on or before May 15, 2026;
 - c) \$2,000.00 on or before June 15, 2026;
 - d) \$2,000.00 on or before July 15, 2026;
 - e) \$2,000.00 on or before August 15, 2026; and
 - f) \$2,521.84 on or before September 15, 2026.
2. The Tenant shall also pay to the Landlord the lawful monthly rent as it comes due in full and no later than the first day of each month commencing May 2026 to September 2026.
3. If the Tenant has not already done so, the Tenant shall pay to the Landlord the rent for the period February 2026 – April 2026 as follows:
 - a) The rent for February 2026 in full and no later than April 20, 2026;
 - b) The rent for March 2026 in full and no later than May 20, 2026;

- c) The rent for April 2026 in full and no later than May 29, 2026.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

April 7, 2026

Date Issued

Sonia Anwar-Ali

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.