



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

File Number: LTB-L-015222-26

In the matter of: 0912, 3360 PAUL ANKA DR
OTTAWA ON K1V9S2

Between: MetCap Living Management Inc Landlord

And

Lessa Rumney Tenant

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

This application was heard by videoconference on April 1, 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 \$1,974.07. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$64.90. This amount is calculated as follows: \$1,974.07 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 April 30, 2026 are \$7,887.55. The Tenant did not dispute the amount of the arrears.
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 \$1,992.00 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 \$10.43 is owing to the Tenant for the period from January 1, 2026 to April 1, 2026.

Section 83 Considerations:

10. The Tenant testified she fell into arrears when she learned of her mother's terminal illness, and her mother has since moved into the rental unit with her as the Tenant is acting as her caregiver. The Tenant further testified that she is now working in the residential complex and her income is \$3,804.00 per month, including the child tax benefit. The Tenant also testified she is expecting to start receiving a caregiver benefit for her mother.
11. The Tenant proposed that she would be paying April 2026 rent that day, bringing the arrears to \$6,099.48. The Tenant then proposed she could pay \$780.00 on the 15th of every month for 8 months. The Tenant testified that in addition to her mother, she has a 15-year-old child, and she does not have anywhere else to live if she is evicted.
12. The Landlord's Legal Representative testified that she had not been able to contact the Landlord about the proposed payment plan, and that the Landlord is seeking a standard 11-day order.
13. 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. While I accept that the arrears are not insignificant, I accept the Tenant's evidence regarding her income and the proposed payment plan, and I am satisfied that the tenancy is viable. As a result, it would not be unfair to deny eviction subject to a payment plan. If the Tenant does not pay the arrears back according to the plan, the Landlord can bring an application to evict her under section 78.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$8,073.55 for arrears of rent up to April 30, 2026, inclusive of the filing fee.
3. The Tenant shall pay to the Landlord the amount in paragraph 2 of this order in accordance with the following schedule:
 - a. The Tenant shall pay to the Landlord \$1,974.07 on or before April 13, 2026;
 - b. Starting April 15, 2026 and ending October 15, 2026, the Tenant shall pay to the Landlord \$780.00 per month on or before the 15th day of the month;

- c. On or before November 15, 2026, the Tenant shall pay to the Landlord the remaining balance of \$639.48.
4. Commencing May 1, 2026 and continuing until November 1, 2026, or until the arrears are paid in full, whichever date is earliest, the Tenant shall pay to the Landlord the lawful monthly rent on or before the first day of the month.
5. If the Tenant fails to comply with any of the conditions set out in paragraphs 3 and 4 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (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 April 30, 2026. The Landlord must make the application within 30 days of the breach of a condition. This application is made to the LTB without notice to the Tenant.

April 13, 2026
Date Issued

Allana McComb
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.