



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

File Number: LTB-L-001497-26

In the matter of: 1108-3360 Paul Anka Dr.
Ottawa, ON K1V9S2

Between: MetCap Living Management Inc. Landlord

And

Rasheed Tajudeen Tenant

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Rasheed Tajudeen (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on March 23, 2026.

The Landlord's Representative, Krizia Hernandez, and the Tenant attended the hearing.

The Tenant declined to met with Tenant Duty Counsel prior to the commencement of 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 \$1,436.14. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$47.22. This amount is calculated as follows: \$1,436.14 x 12, divided by 365 days.

5. The Tenant has paid \$8.54 to the Landlord since the application was filed.
6. The uncontested rent arrears owing to March 31, 2026, are \$5,749.07.
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 \$1,449.19 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 \$6.84 is owing to the Tenant for the period from January 1, 2026, to March 23, 2026.

Relief from Eviction

10. 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 postpone the eviction until April 27, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Landlord's Representative submitted that the Tenant fell into rental arrears beginning in December 2025. The Landlord made multiple written attempts to notify the Tenant of the outstanding balance and to request a payment arrangement, including correspondence accompanying the N4 Notice of Termination, the L1 application, and the L1/L9 Update Sheet. Despite these efforts, the Tenant did not respond.
12. Prior to the hearing, the parties met privately in an attempt to resolve the matter and engaged in meaningful discussions; however, the Landlord did not accept the Tenant's proposed repayment plan. The Landlord's Representative stated that, following the commencement of the tenancy in October 2025, the Tenant paid first and last month's rent but has made no further payments. Accordingly, the Landlord seeks a standard 11-day eviction order.
13. The Tenant testified that he relocated from Toronto, moving into the rental unit October 10, 2025. He subsequently lost his job on October 28, 2025, which impacted his ability to pay monthly rent.
14. On cross-examination, the Landlord's Representative noted that, in the rental application, the Tenant indicated he had \$12,000.00 in savings. The Tenant confirmed that these funds were derived from a refund received after withdrawing from a PSW training program.

15. The Tenant expressed a desire to preserve the tenancy and proposed a repayment plan consisting of monthly arrears payments of \$564.00 commencing May 1, 2026, with ongoing rent to be paid in full- and on-time beginning April 1, 2026.
16. In support of this proposal, the Tenant disclosed income of \$733.00 for March 2026, consisting of Ontario Works benefits, and stated that he had no income in the preceding three months. He further testified that he is a software engineer and has recently obtained new employment, which he expects to begin following completion of a one-week training program that commenced on March 20, 2026. During the hearing, the Tenant provided a letter from A&G The Road Cleaners Ltd., dated January 6, 2026, offering him a position as a Seasonal Sidewalk Machine Operator at \$26.00 per hour, with overtime payable after 55 hours in a seven-day period. The letter was unsigned by the employer, however the Tenant stated that he accepted the terms and signed back the offer on January 7, 2026. The Tenant was unable to provide additional documentation confirming the duration of the training period or the anticipated start date of employment.
17. The Tenant estimated that his future monthly income could be approximately \$3,200.00 beginning in April 2026; however, he did not provide evidence to substantiate this amount. He reported monthly expenses of \$1,135.00, including \$70.00 for transportation, \$40.00 for his mobile phone, \$75.00 for electricity, \$400.00 for work-related software subscriptions, and \$350.00 for groceries. He also stated that he typically sends \$200.00 per month to support his children abroad, although he has not done so since losing his employment. The Tenant further advised that his tenant's insurance has been cancelled for non-payment.
18. Considering the Tenant's income for March 2026 of \$733.00, after accounting for rent, the Tenant's budget reflects a monthly shortfall of approximately \$1,638.14, increasing to \$2,202.14 when the proposed arrears repayment is included. If I consider the Tenant's unverified potential income for April 2026 of \$3,200.00, after accounting for rent, the Tenant's budget would reflect a budget surplus of approximately \$828.00, which decreases to \$264.00 when the proposed arrears repayment is included.
19. Based on the Tenant's verified income of \$733.00 for March 2026, his budget reflects a monthly shortfall of approximately \$1,638.14 after accounting for rent, increasing to \$2,202.14 when the proposed arrears repayment is included. If I accept the Tenant's unverified projected income of \$3,200.00, the budget will reflect a surplus of approximately \$828.00 after rent, which is reduced to \$264.00 when the proposed arrears repayment is included.

20. On the basis of the verified income and the proposed repayment plan, the Tenant does not have sufficient financial capacity to meet ongoing monthly expenses. As the Tenant was unable to demonstrate the ability to sustain the tenancy under the proposed arrangement, I find that the tenancy cannot be preserved. I explained to the parties that the Tenant's current financial circumstances do not support the viability of the tenancy.
21. In light of the rent deposit and the absence of rent payments since the tenancy began, I discussed with the parties a delayed termination date of April 20, 2026. Considering the date of issuance, a standard 11-day eviction order has been issued.

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:**
 - \$7,371.21 if the payment is made on or before April 27, 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 27, 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 27, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,128.96. 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 \$47.22 per day for the use of the unit starting March 24, 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 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 28, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 27, 2026, then starting April 28, 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 28, 2026.

April 16, 2026
Date Issued

Ken Audziss
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 28, 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 April 27, 2026

Rent Owing to April 30, 2026	\$7,193.75
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$8.54
Total the Tenant must pay to continue the tenancy	\$7,371.21

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

Rent Owing to Hearing Date, March 23, 2026	\$5,407.53
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$8.54
Less the amount of the last month's rent deposit	- \$1,449.19
Less the amount of the interest on the last month's rent deposit	- \$6.84
Total amount owing to the Landlord	\$4,128.96
Plus, daily compensation owing for each day of occupation starting March 24, 2026	\$47.22 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	