



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

File Number: LTB-L-074195-25

In the matter of: 1001, 155 WELLESLEY ST E
TORONTO ON M4Y1J4

Between: MetCap Living Management Inc Landlord

And

Negar Samimian Tenant

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

This application was heard by videoconference on March 10, 2026.

The Landlord's legal representative, Phylcia Thomas, Tenant's agent, Sarah Sepilla, Tenant's Farsi Interpreter, Behrooz Salehi 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 \$1,831.49. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.21. This amount is calculated as follows: \$1,831.49 x 12, divided by 365 days.
5. The Tenant has paid \$5,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$6,876.07.
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 \$1,865.62 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 \$70.47 is owing to the Tenant for the period from August 1, 2024 to March 10, 2026.

Relief from eviction

10. The Landlord's legal representative requested a standard 11-day eviction order.
11. The Tenant testified that she has resided in the rental unit for six years and has consistently paid her rent; however, she has recently experienced significant difficulties, including domestic abuse and a separation from her partner, who had previously contributed to half of the household expenses.
12. The Tenant requested additional time to obtain medical documentation and advised that she has a hearing scheduled with the Ontario Disability Support Program (ODSP) on May 28, 2026.
13. The Tenant's monthly income is approximately \$930.00, consisting of Ontario Works benefits. She testified that she is actively seeking part-time employment and stated that her current financial difficulties are temporary and expected to improve.
14. The Landlord holds a last month's rent deposit.
15. Despite the Tenant's efforts to make payments toward the arrears, her current income is insufficient to meet her monthly rent and other basic expenses. There was insufficient evidence before me to conclude that the Tenant's financial circumstances will improve in the immediate future. As a result, I am not satisfied that the tenancy can be sustained.
16. I have also considered the prejudice to the Landlord. The Landlord has not received full rent and continues to incur financial loss as arrears accumulate. Delaying the eviction for an extended period would further prejudice the Landlord by requiring them to continue providing housing without compensation.
17. I also recognize that eviction will cause prejudice to the Tenant, including the loss of long-term housing and the challenges associated with securing alternative accommodation, particularly in light of her current financial and personal circumstances.
18. In balancing the prejudice to both parties, I find that it would be unfair to deny the eviction. However, I also find that it would be unfair to enforce the eviction immediately. In the circumstances, a minimal delay of the eviction is appropriate. This will provide the Tenant with a brief opportunity to secure alternative accommodation while limiting the ongoing financial prejudice to the Landlord, particularly as the Landlord holds a last month's rent deposit and will not incur additional arrears during the brief delay.
19. At the hearing, I advised the Tenant that a minimal delay to April 30, 2026 would be ordered; however, given the date of issuance of this Order, a standard 11-day eviction order will instead issue in accordance with the Board's usual practice.

20. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$8,893.56 if the payment is made on or before April 30, 2026, minus any rent payments or compensation paid by the Tenant. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,725.05 if the payment is made on or before May 3, 2026, minus any rent payments or compensation paid by the Tenant. 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 May 3, 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 May 3, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,896.59, minus any rent payments or compensation paid by the Tenant. 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 \$60.21 per day for the use of the unit starting March 11, 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 May 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 4, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 3, 2026, then starting May 4, 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 May 4, 2026.

April 22, 2026
Date Issued

Christina Philp
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 November 4, 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 30, 2026

Rent Owing To April 30, 2026	\$13,707.56
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,000.00
Total the Tenant must pay to continue the tenancy	\$8,893.56

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 3, 2026

Rent Owing To May 31, 2026	\$15,539.05
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,000.00
Total the Tenant must pay to continue the tenancy	\$10,725.05

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

Rent Owing To Hearing Date	\$10,646.68
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,000.00
Less the amount of the last month's rent deposit	- \$1,865.62
Less the amount of the interest on the last month's rent deposit	- \$70.47
Total amount owing to the Landlord	\$3,896.59
Plus daily compensation owing for each day of occupation starting March 11, 2026	\$60.21 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	