



Order under Section 69 Residential Tenancies Act, 2006

Citation: METCAP LIVING MANAGEMENT INC. v Williams, 2026 ONLTB 32284

Date: 2026-04-22

File Number: LTB-L-009986-26

In the matter of: 1802, 2737 KIPLING AVE
ETOBICOKE ON M9V4C3

Between: METCAP LIVING MANAGEMENT INC. Landlord

And

Camille Williams Tenant

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

This application was heard by videoconference on April 15, 2026.

The Landlord's legal representative Krizia Hernandez 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). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$1,339.65. It is due on the 1st day of each month.
4. The Tenant has paid \$250.00 into the LTB since the application was filed.
5. The rent arrears owing to April 30, 2026 are \$10,135.61.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$10,321.61.

8. The Tenant does dispute the arrears of rent, she said that in the past her benefits from Ontario Works (OW) were directly sent to the Landlord and she was responsible for the top-up portion only. When this process was amended and she was responsible for the payment of the entire rent, she spent the money and the arrears arose.
9. She resides at the rental unit with her 13-year-old son, she submits that she has no where to go if evicted and wants to preserve her tenancy through a payment plan. She suggested \$500.00 per month payable on the 20th day to coincide with the receipt of the child tax benefit.
10. Her monthly income from government benefits totals \$2,073.00, her reoccurring expenses are \$335.00 per month, and she said her mom offers her some financial assistance.
11. On review of the Tenants income and expenses, the Tenant, if budgeting accordingly, will have enough financial means to support a repayment plan.
12. The Landlord seeks a standard order for eviction and payment of rent arrears.

Relief from eviction

13. This is a long-standing tenancy that commenced on April 1, 2011.
14. 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.
15. I believe that a section 78 clause would strike a fair balance for both parties. It will allow the Tenant an opportunity to preserve the tenancy and restore it to good standing by complying with a payment plan, while giving the Landlord the right to re-apply for eviction without further notice to the Tenant, based on the Tenant's breach or failure to pay on time or in full in accordance with the payment plan.
16. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord \$10,321.61 for arrears of rent up to April 30, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$300.00 payable on or before the 20th day of each month commencing on May 20, 2026 and continuing for 34 months; and

- b) \$121.61 payable on April 20, 2029, representing the final payment.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 2026 to April 2029, or until the arrears are paid in full, whichever date is earliest.
 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 to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order 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 April 30, 2026.

April 22, 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.