



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

File Number: LTB-L-012180-26

In the matter of: 611, 666 KING ST E
OSHAWA ON L1H7T7

Between: MetCap Living Management Inc. Landlord

And

Patricia Shackelton Tenant

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

This application was heard by videoconference on April 29, 2026.

The Landlord's representative, Adriana Shaw, and Landlord's agent, Acif Kasmani, and the Tenant and the Tenant's support, Hana Prentice, 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 \$1,802.55. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.26. This amount is calculated as follows: \$1,802.55 x 12, divided by 365 days.
5. The Tenant has paid \$632.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$6,819.54. The Tenant did not contest the amount.
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 \$1,729.42 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 \$42.29 is owing to the Tenant for the period from March 1, 2025, to April 29, 2026.
10. With respect to the arrears of rent, the Tenant explained that they began experiencing difficulties paying the rent when she lost her job and went into arrears. Since then, the Tenant's daughter has a full-time employment.
11. The Tenant requested that I exercise my discretion in this case by granting them from eviction by way of a payment plan. The Tenant contends that they are now in a position to pay the ongoing rent on time, and the arrears. They proposed a plan to pay the arrears over 12 months. She stated that they have a combined household income of \$4,000.00 and monthly expenses of \$2,482.55, which includes rent.
12. The Landlord objected to the Tenant's proposed payment plan. However, I note that the that the Landlord is a relatively large corporate landlord. The Tenant also provided that in August, they will be eligible to apply for rent bank for assistance.
13. The [Act](#) is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated, "to put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
14. I am of the view that relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. The Tenant has lived in the rental unit for 4 years. The Tenant has pets and needs to be within her support system in the community. Given their evidence regarding their income and their probable monthly expenses, the Tenant would have over \$1,517.45 a month to put towards the arrears. I find an 8-month payment plan provides the Tenant an opportunity to preserve the tenancy while minimizing any further prejudice to the Landlord.
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 Landlord's application to terminate the tenancy and evict the Tenant is denied subject to the following conditions.
2. The Tenant shall pay to the Landlord \$7,005.54. This amount represents arrears owing to April 30, 2026, and \$186.00 for the Landlord's cost to file their application with the Board.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:

Date Payment Is Due	Payment Amount
May 20, 2026	\$600.00
June 15, 2026	\$600.00
July 15, 2026	\$600.00
August 15, 2026	\$1,041.10
September 15, 2026	\$1,041.10
October 15, 2026	\$1,041.10
November 15, 2026	\$1,041.10
December 15, 2026	\$1,041.14

4. The Tenant shall pay to the Landlord the lawful rent for May 2026 on or before May 31, 2026.
5. For a period of twelve consecutive months, starting June 1, 2026, through to and including December 1, 2026, the Tenant shall pay to the Landlord the lawful monthly rent on or before the first day of each month, or until the arrears are paid in full, whichever date is earliest.
6. 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 2 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.

May 8, 2026

Date Issued

Vinuri Sivalingam

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.