



Order Issued on Consent
Order under Section 21.2 of the Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006

File Number: LTB-L-091619-25-RV

In the matter of: 904, 40 STEVENSON RD
ETOBICOKE ON M9V2B2

Between: MetCap Living Management Inc. Landlord

And

Dwane Stephenson Tenant
Linda Rannelli

Review Order

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

This application was resolved by order LTB-L-091619-25 issued on January 23, 2026.

On April 23, 2026, the requested an extension of time to review of the order and that the order be stayed until the request to review the order is resolved.

On interim order LTB-L-091619-25-RV-IN was issued, staying the order issued on April 24, 2026.

This application was heard by videoconference on May 4, 2026.

The Landlord's Legal Representative Christine Daniel and the Tenant D. Stephenson attended the hearing.

The Parties mutually agreed to resolve all matters at issue in the application and request on order on consent. I was satisfied that the parties understood the consequences of the joint submission.

The parties before the LTB consented to the following order:

At the review hearing, the parties agreed that:

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 \$2,699.93. It is due on the day 1st of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$88.76. This amount is calculated as follows: \$2,699.93 x 12, divided by 365 days.
5. The Tenant has paid the Landlord \$60.22 since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$35,065.81, which represents rent arrears (\$34,819.59) and costs of filing the application (\$186.00).
7. The Landlord collected a rent deposit of \$2,430.53 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.
8. The Landlord collected a rent deposit of \$2,430.53 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. As a result, I find that the Tenant was not reasonably able to participate in the hearing on January 13, 2026.
10. Therefore, on consent of the Landlord, the Tenant's request to review order LTB-L-091619-25 issued on January 23, 2026, is granted.

It is ordered on consent that:

1. The request to review order LTB-L-091619-25 issued on January 23, 2026, is cancelled and replaced with the following:
 - a) The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
 - b) **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$34,596.36 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
 - c) 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 31, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 - d) **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 31, 2026.**

- e) If the Tenant does not void the order, the Tenant shall pay to the Landlord \$32,389.06. This amount includes rent arrears owing up to the date of the hearing. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
- f) The Tenant shall also pay the Landlord compensation of \$88.76 per day for the use of the unit starting May 5, 2026, until the date the Tenant moves out of the unit.
- g) If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.
- h) If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
- i) 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 June 1, 2026.

May 8, 2026
Date Issued

Anthony Bruno
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 December 1, 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.