



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

Citation: MetCap Living Management Inc. v Turner, 2026 ONLTB 4957

Date: 2026-05-06

File Number: LTB-L-099559-25-RV

In the matter of: 4, 201 THE WEST MALL
ETOBICOKE ON M9C1C4

Between: MetCap Living Management Inc.

Landlord

And

Kate Turner
Evan Turner

Tenants

Review Order

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Kate Turner and Evan Turner (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants failed to meet a condition specified in the order issued by the Board on June 12, 2025 with respect to application LTB-L-031553-25-SA.

This application was resolved by order LTB-L-099559-25 issued on December 1, 2025.

The Tenants filed a motion to set aside order LTB-L-099559-25.

The motion was heard on January 12, 2026 and resolved by order LTB-L-099559-25-SA issued on January 16, 2026.

On April 23, 2026, the Kate Turner (the 'Tenant') requested a review of order LTB-L-099559-25-SA.

The request to review was heard by videoconference on May 1, 2026.

The Landlord's legal representative, Lavinia Volney, the Landlord's agent, Miodrag Milic, and the Tenant attended the hearing.

Determinations:

1. The Tenant testified that she attended the motion to set aside hearing on January 12, 2026, was self represented, and did not have the opportunity to speak with Tenant Duty Counsel at that time. She said she spoke with Moeez Nabi, the Landlord's representative at that time, in a private break out room and reached an agreement whereby she would pay the outstanding arrears and costs by February 28, 2026 and continue the tenancy.

2. The Tenant does not contest consenting to the order dismissing the motion to set aside, however, she states that it was her understanding that the net effect of the proceeding was that she would be permitted to pay the outstanding amount owed by February 28, 2026 and continue the tenancy.
3. It was uncontested that the Tenant, with the assistance of the rent bank, paid all the outstanding arrears and costs, but the order was enforced on April 15, 2026.
4. Neither the Landlord's current representative nor the Landlord's agent attended the hearing on January 12, 2026.
5. I am persuaded that the order contains a serious error and/or that there was a serious error in the proceeding because the Tenant entered into the consent order by mistake. While it is not clear if the Landlord's representative at the time made a side deal with the Tenant whereby she could pay the outstanding amount by February 28, 2026 and continue the tenancy or whether it was the Tenant's understanding that agreeing to dismissal of the motion to set aside would have the same result, I am persuaded that the Tenant genuinely believed that she would be permitted to pay the outstanding amount by February 28, 2026 and continue the tenancy and that she mistakenly entered into the consent order which did not permit her to do this. The primary reason for this finding is that, subsequent to the hearing, the Tenant underwent significant effort to pay off the outstanding amount and this behaviour is consistent with her beliefs regarding the outcome of the January 12, 2026 hearing.
6. Since the Landlord's current representative and the Landlord's agent were not in attendance at the hearing on January 12, 2026, they were unable to proffer any evidence to contradict the Tenant's understanding regarding the outcome of the January 12, 2026 hearing.
7. As a result, I cancelled order LTB-L-099559-25-SA issued on January 16, 2026 and proceeded to hear the motion to set aside order LTB-L-099559-25 issued on December 1, 2025.
8. I am persuaded, having regard to all the circumstances, that it would not be unfair to set aside the order. While I am mindful of the Landlord's submission that the Landlord has previously initiated other proceedings before the Board with respect to rental arrears, I find the length of the tenancy (9.5 years), the fact that difficulties with rental arrears has only arisen in the last couple of years, and the fact that the Tenant was at a zero balance as of March 31, 2026, persuasive reason to set aside the order.
9. As a result order LTB-L-099559-25 issued on December 1, 2025 is cancelled.
10. Since the amount the Tenant was required to pay in order LTB-L-031553-25-SA issued on June 12, 2025 has been paid, application LTB-L-099559-25 is dismissed.
11. I conveyed the terms of this order orally to the parties at the hearing on May 1, 2026 and directed the Landlord to reinstate the Tenant to possession of the rental unit and the Landlord said they would do so.

It is ordered that:

1. The request to review order LTB-L-099559-25-SA issued on January 16, 2026 is granted and the order is cancelled.
2. The motion to set aside order LTB-L-099559-25 issued on December 1, 2025 is granted and the order is cancelled.
3. Application LTB-L-099559-25 is dismissed.
4. The Landlord shall immediately allow the Tenant to recover possession of the rental unit and provide the Tenant with keys to the doors of the rental unit and the residential complex.
5. If the Landlord does not allow the Tenant to recover possession of the unit, the Tenant may file this order with the Court Enforcement Office (Sheriff) so that the order may be enforced.
6. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give possession of the unit to the Tenant.

May 6, 2026
Date Issued

Richard Ferriss
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.