



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-101783-25

In the matter of: 16, 140 JAMESON AVE
TORONTO ON M6K2X5

Between: MetCap Living Management Inc. Landlord

And

Richard Douglas Tenant

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

This application was heard by videoconference on April 28, 2026.

The Landlord's Legal Representative Sofia Enriquez and the Tenant Richard Douglas 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 \$1,599.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$52.57. This amount is calculated as follows: \$1,599.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,599.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$9,594.00. This was undisputed at the hearing.
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 \$1,599.00 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 \$33.30 is owing to the Tenant for the period from May 2, 2025, to April 28, 2026.

Relief from eviction

10. The Tenant requested relief from eviction in the form of a conditional order requiring the ongoing monthly rent plus \$800.00 per month toward the arrears. The Tenant submitted that they are now working again, can increase their hours, are receiving Employment Insurance benefits, and expect to obtain \$5,000.00 in assistance from the Toronto Rent Bank to help reduce the arrears. However, no documentary evidence was provided to support the Tenant's current income, Employment Insurance benefits, or the availability of Rent Bank assistance.
11. I also note that this matter was previously adjourned on February 10, 2026, and that an interim order was issued on February 13, 2026, requiring the Tenant to pay the ongoing rent in full and on time as it came due and owing. It was undisputed at this hearing that the Tenant failed to pay the rent for April 2026 in full and on time. In my view, the Tenant's failure to comply with that interim order weighs against granting discretionary relief.
12. The Landlord opposed relief and requested a standard order. The Landlord submitted that the proposed payment plan is not sufficiently reliable on the basis that this is a relatively short tenancy that began on May 2, 2025, yet the Tenant already owes \$9,594.00 in rent arrears, representing approximately six months of unpaid rent.
13. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In my view, given the amount of the arrears, the short duration of the tenancy, the Tenant's breach of the interim order, and the lack of supporting evidence demonstrating an ability to comply with the proposed terms, I find that it would be unfair to grant relief from eviction.

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:**
 - \$11,379.00 if the payment is made on or before May 23, 2026. 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 23, 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 23, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,020.66. 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 \$52.57 per day for the use of the unit starting April 29, 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 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 24, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 23, 2026, then starting May 24, 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 24, 2026.

May 12, 2026
Date Issued

Kyle Anderson
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 24, 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 May 23, 2026

Rent Owing To May 31, 2026	\$12,792.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,599.00
Total the Tenant must pay to continue the tenancy	\$11,379.00

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

Rent Owing To Hearing Date	\$11,065.96
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,599.00
Less the amount of the last month's rent deposit	- \$1,599.00
Less the amount of the interest on the last month's rent deposit	- \$33.30
Total amount owing to the Landlord	\$8,020.66
Plus daily compensation owing for each day of occupation starting April 29, 2026	\$52.57 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	