



**Order under Section 21.2 of the Statutory Powers Procedure Act and under
Section 69 of the Residential Tenancies Act, 2006**

File Number: LTB-L-005038-26-RV

In the matter of: 505, 65 SILVER SPRINGS BLVD
TORONTO ON M1V1W1

Between: MetCap Living Management Inc. Landlord

And

Neion Nicole Lewis Tenants
Cardon Frederick

Review Order

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Neion Nicole Lewis and Cardon Frederick (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-005038-26 issued on March 12, 2026.

On March 27, 2026, the Landlord requested a review of the order.

This application was heard by videoconference on May 20, 2026.

Only the Landlord's representative Christine Daniel attended the hearing. I was satisfied that the Tenants had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 9:30AM.

Determinations:

1. I granted the Landlord's request for review. I was satisfied that there was new evidence that was capable of changing the result of the original order.

Original Order

2. The order under review was a consent order arising from an application for nonpayment of rent. The order indicates and the parties agreed that as of the date of the hearing (March 2, 2026) the Tenants owed \$282.32 to the Landlord for the application filing fee and NSF charges.
3. The Landlord submits that at the time of the hearing the Landlord had received payment for March 2026 rent; on March 5, 2026 the payment was returned NSF.

Request for Review

4. The Landlord filed a request to review the original order on the basis that new evidence was available that was not available as of the hearing date. I am satisfied based on the submissions of the Landlord that this evidence was not available at the original hearing date and that the new evidence creates a material change in the original proceedings.
5. As such, the Landlord's request for review was granted.

L1 Application

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$2,109.33. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$69.35. This amount is calculated as follows: $\$2,109.33 \times 12$, divided by 365 days.
10. The Tenant has paid \$7,600.00 to the Landlord since the application was filed.
11. The rent arrears owing to May 31, 2026 are \$2,380.31.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Tenants paid the amount to the Landlord by March 20, 2026.
13. The Landlord collected a rent deposit of \$1,918.31 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.
14. Interest on the rent deposit, in the amount of \$39.07 is owing to the Tenant for the period from June 1, 2025 to May 20, 2026.

Relief from Eviction

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 postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
16. The Landlord sought a voidable order with an extension to June 30, 2026.
17. The Tenants did not attend to provide disclosure with respect to their circumstances that may warrant a delay or denial of eviction and the Landlord was not aware of any.

It is ordered that:

1. The request to review is granted. Order LTB-L-005038-26 issued on March 12, 2026 is cancelled and replaced with the order below.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 1. \$2,380.31 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

2. \$4,489.64 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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 June 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **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 June 30, 2026.**
6. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent by \$299.70. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$69.35 per day for compensation for the use of the unit starting May 21, 2026 until the date the Tenant moves out of the unit.
7. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.

May 21, 2026
Date Issued

Elena Jacob
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 January 1, 2027 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 31, 2026

Rent Owing To May 31, 2026	\$9,980.31
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,600.00
Total the Tenant must pay to continue the tenancy	\$2,380.31

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$12,089.64
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,600.00
Total the Tenant must pay to continue the tenancy	\$4,489.64

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

Rent Owing To Hearing Date	\$9,257.98
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,600.00
Less the amount of the last month's rent deposit	- \$1,918.31
Less the amount of the interest on the last month's rent deposit	- \$39.07
Total amount owing to the Landlord	\$(299.70)
Plus daily compensation owing for each day of occupation starting May 21, 2026	\$69.35 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	