



Order under Section 69 Residential Tenancies Act, 2006

Citation: MetCap Living Management Inc. v Farquharson, 2026 ONLTB 40679

Date: 2026-05-26

File Number: LTB-L-024263-26

In the matter of: 715, 41 JOHNSON ST
BARRIE ON L4M0L6

Between: MetCap Living Management Inc. Landlord

And

Sasha Farquharson Tenant

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

The Landlord also claimed charges related to NSF cheques.

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

The Landlord's Legal Representative Stella Idahosa and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. At the hearing, the Tenant stated she did not agree with the rent arrears claimed by the Landlord on the basis that she has had issues in the tenancy and should be entitled to a rent abatement.
2. The Tenant submitted that she had sent an email to the Board on May 11, 2026 describing her issues. She acknowledged she did not send this email to the Landlord.
3. Rules 19.4 and 19.5 of the Board's Rules of Procedure read as follows:

19.4 Unless the LTB has directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears shall provide the other parties and the LTB with the following at least 7 days before the scheduled CMH or hearing:

1. a written description of each issue the tenant intends to raise; and
2. a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.

19.5 A tenant who fails to provide the LTB and other parties with a written description of each issue they intend to raise at the hearing as required in Rule 19.4 shall not be permitted to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears unless the LTB is satisfied that the tenant could not comply with the requirements.

4. The Tenant did not provide any explanation as to why the Landlord was not provided a list of issues she intended to raise in accordance with the Board's Rules despite emailing her issues to the Board. In the absence of advance notice to the Landlord of the Tenant's intention to raise issues at the hearing in the hopes of obtaining a rent abatement, I did not find it would be procedurally fair to the Landlord to permit the Tenant to proceed with the claims she wanted to make.
5. Having not complied with the requirement of advance notice to the Landlord and having provided no explanation for failing to do so, I did not permit the Tenant to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the Act). I explained to the Tenant she could file her own application with the Board to address her issues if she chose to do so.

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 \$1,968.97. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$64.73. This amount is calculated as follows: \$1,968.97 x 12, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to May 31, 2026 are \$12,242.76. The Tenant did not dispute the arithmetic behind this amount but as stated earlier, believed she is entitled to a rent abatement for issues she has had in the tenancy.
12. The Landlord withdrew their claim for NSF charges and related fees.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

14. The Landlord collected a rent deposit of \$1,968.97 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.
15. Interest on the rent deposit, in the amount of \$29.23 is owing to the Tenant for the period from September 5, 2025 to May 20, 2026.

Section 83 Considerations

16. The Landlord sought termination of the tenancy citing the significant amount of rent arrears. The Landlord's Legal Representative submitted there had been attempts to negotiate a payment agreement but that the Tenant had not responded to them.
17. The Tenant testified she had been in communication with the Landlord's management over the arrears of rent however it was not disputed no payments had been made since the application was filed.
18. The Tenant explained that she had been ill in December 2025 requiring hospitalization. She believed this was from the water in the rental unit although no evidence was submitted showing the water was contaminated. The Tenant lost her employment in April 2026 as a result of stress related issues and is awaiting Employment Insurance payments to begin. She currently has no income and has sought the assistance of public supports to help her with the rent arrears but was denied. The Tenant stated she plans to reapply for this assistance.
19. The Tenant requested a conditional order permitting her to pay the rent arrears. She stated she could pay \$5,000.00 right away and would seek assistance to make future regular payments. The Tenant explained she did not pay the Landlord the \$5,000.00 prior to the hearing because she was hoping a payment arrangement could be reached. She was also waiting for the outcome of the hearing.
20. The Tenant lives alone and has no health or disability issues. She requested at least two months to vacate the rental unit if the Landlord's application is granted.
21. Based on the testimony of the Tenant, I am not convinced this tenancy is financially sustainable. It began in September 2025 and a significant amount of rent arrears have accumulated in a relatively short period of time. The Tenant currently has no income and no firm commitment of community support to assist her with the arrears of rent. As such, I am not satisfied the Tenant can afford the monthly rent and a meaningful payment towards the rent arrears.
22. 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. This extra time is meant to give the Tenant an opportunity to secure financial assistance and Employment Insurance so that she may void this order by paying the amount outstanding. The Landlord is holding a rent deposit and as such, the prejudice to them in postponing the eviction until June 30, 2026 is minimized.

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:**
 - \$12,428.76 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$14,397.73 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,756.19. 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 \$64.73 per day for the use of the unit starting May 21, 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 June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
 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 26, 2026
Date Issued

John Cashmore
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	\$12,242.76
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Total the Tenant must pay to continue the tenancy	\$12,428.76

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	\$14,211.73
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Total the Tenant must pay to continue the tenancy	\$14,397.73

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

Rent Owing To Hearing Date	\$11,568.39
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount of the last month's rent deposit	- \$1,968.97
Less the amount of the interest on the last month's rent deposit	- \$29.23
Total amount owing to the Landlord	\$9,756.19
Plus daily compensation owing for each day of occupation starting May 21, 2026	\$64.73 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	