



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-007330-26

In the matter of: 1012, 37 JOHNSON ST
BARRIE ON L4M5C3

Between: MetCap Living Management Inc. Landlord

And

ASHLEY TEETER Tenant
DUNCAN JAMES TEETER

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

This application was heard by videoconference on April 14, 2026.

The Landlord's legal representative Krizia Hernandez and the Tenant 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 \$2,022.02. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$66.48. This amount is calculated as follows: \$2,022.02 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$10,110.10. The Tenant confirmed the arrears claimed by the Landlord to be correct and did not dispute the amount
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 \$1,974.60 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 \$39.65 is owing to the Tenant for the period from May 1, 2025, to April 14, 2026.

Relief from Eviction

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant testified that rent was not paid due to financial hardship arising from a significant reduction in household income, including disruption of child tax benefits. The Tenant stated that two minor children reside in the rental unit, aged two and ten, and that eviction would result in homelessness for the family.
12. The Tenant raised concerns regarding an alleged maintenance issue, specifically that the kitchen sink has been inoperable since January 6, 2026. The Tenant testified that this issue was reported verbally to employees of the Landlord and that they were advised a property manager would follow up by email, which was not received.
13. The Tenant further testified that attempts to upload evidence to the Landlord's portal were unsuccessful, and that email correspondence intended for "legaladmin21" was incorrectly addressed due to a typographical error.
14. The Tenant proposed a repayment plan of approximately \$600.00 per month commencing April 20, 2026, and expressed willingness to maintain ongoing rent payments.
15. The Tenant's household income evidence included, Net employment income of \$3,124.00/month, Trillium benefit: \$144.33/month, HST credit \$42.83/month, Disability tax credit \$200.00/month, Child tax benefit (anticipated restart May 2026): approximately \$1,320.20/month
16. The Tenant's monthly expenses were approximately \$1,920.44.
17. The Landlord submitted that the Tenants have admitted the arrears and that no payment has been made toward the outstanding balance.
18. The Landlord stated there is no documentary evidence supporting the alleged sink defect, no work order records, and no written notice provided to the Landlord.
19. The Tenant alleged a breach of the Landlord's maintenance obligations under section 20(1) of the RTA, which requires a landlord to maintain the rental unit in a good state of repair. However, the Tenant provided no documentary evidence such as photographs, work orders, written complaints, or contemporaneous records confirming notice to the Landlord.

20. While oral notice may be sufficient in some circumstances, the Board finds the evidence in this case is insufficient to establish a maintenance breach that would justify rent abatement or set off.
21. Under section 83 of the RTA, the Board must consider whether eviction should be refused or delayed having regard to all the circumstances.
22. While the Board acknowledges the hardship circumstances, the arrears are substantial and continuing, and there is insufficient evidence of a realistic or sustainable repayment capacity that would restore the tenancy within a reasonable period.
23. The Board finds that the tenancy is no longer viable. The pattern of non-payment, combined with the high arrears and uncertain income stream, outweighs the factors favouring relief from eviction under section 83.
24. In these circumstances, the prejudice to the Landlord in continuing the tenancy without reliable rent payments is significant and ongoing.

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:**
 - \$12,318.12 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$14,340.14 if the payment is made on or before June 9, 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 9, 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 9, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,190.55. 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 \$66.48 per day for the use of the unit starting April 15, 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 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 10, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 9, 2026, then starting June 10, 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 June 10, 2026.

May 29, 2026
Date Issued

Nathan Korenberg
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 10, 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 31, 2026

Rent Owing To May 31, 2026	\$12,132.12
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,318.12

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 9, 2026

Rent Owing To June 30, 2026	\$14,154.14
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,340.14

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

Rent Owing To Hearing Date	\$9,018.80
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,974.60
Less the amount of the interest on the last month's rent deposit	- \$39.65
Total amount owing to the Landlord	\$7,190.55
Plus daily compensation owing for each day of occupation starting April 15, 2026	\$66.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	