



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

File Number: LTB-L-018194-26

In the matter of: 0407-1350 Danforth Rd.
Scarborough, ON M1J1G3

Between: METCAP Living Management Inc. Landlord

And

Paul Linton Tenant

METCAP Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Linton (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on April 29, 2026.

The Landlord's Legal Representative, Krizia Hernandez, the Tenant, and the Tenant's support, Erin Williams attended the hearing.

The Tenant met with Tenant Duty Counsel prior to the commencement of the hearing.

The parties met privately prior to the hearing in an effort to resolve the matter but were unable to reach an agreement.

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 \$2,004.57. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.90. This amount is calculated as follows: \$2,004.57 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.

6. The uncontested rent arrears owing to April 30, 2026, are \$6,013.71.
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 \$1,887.96 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 \$39.54 is owing to the Tenant for the period from May 1, 2025, to April 29, 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, the Tenant's proposed repayment plan, and disclosed income and expenses, and find that it would not be unfair to postpone the eviction until June 15, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Landlord's Representative submitted that the Tenant fell into rental arrears beginning in February 2026. The Landlord made multiple attempts to notify the Tenant of the outstanding balance and to seek payment arrangements, including: a letter served with the N4 Notice of Termination on February 6, 2026; a letter served with the L1 application on February 27, 2026; and an email sent to the Tenant on April 27, 2026, attaching the L1/L9 Information Update. Despite these efforts, the Tenant did not respond, and no payments have been made since the arrears began. In light of the Tenant's failure to make payments or communicate with the Landlord, the Landlord's Representative requested a standard eviction order.
12. The Tenant testified that he resides in the rental unit with his fiancée, Erin Williams and wishes to preserve the tenancy. He proposed to pay the rent for May 2026 by May 8, 2026, and to pay the ongoing monthly rent in full and on-time beginning June 1, 2026. The Tenant also stated that his income is currently being garnished by the Family Responsibility Office (FRO) and his credit card totalling \$400.00 per week. He proposed to pay \$200.00 per month towards the arrears for the next 12 months, with an increase thereafter to fully satisfy the outstanding balance. The Landlord objected to any lengthy repayment plan, noting that the Tenant has made no payments towards the arrears since they began accumulating.
13. In support of his proposal, the Tenant disclosed monthly employment income of \$2,800.00, and monthly expenses totalling \$3,005.00, consisting of: \$1,600.00 garnished by FRO and his credit card company; \$600.00 in child support; \$158.00 for transit; \$67.00 for his mobile phone; \$100.00 for his credit card;

\$80.00 for home internet service; and \$400.00 for groceries. The Tenant further testified that his fiancée, contributes \$1,003.00 per month towards the rent.

14. Erin Williams testified that she recently began new position and is currently in a probationary period. She stated that her monthly after-tax income is \$1,700.00 and disclosed monthly expenses of \$995.00, consisting of: \$500.00 in support for her children who are 19 and 20; \$275.00 for transit; \$100.00 for prescriptions; \$80.00 for toiletries and miscellaneous expenses; and \$40.00 for her mobile phone. Ms. Williams also testified that she has a monthly Ontario Student Assistance Program (OSAP) payment obligation of \$125.00, although those payments are currently on hold; and confirmed that she has not contributed her share of the rent between February 1, 2026, and April 30, 2026.
15. In light of the income and expense information disclosed by the Tenant and Ms. Williams, the Tenant's budget reflects a monthly shortfall of \$1,004.57, increasing to \$1,204.57 when the proposed arrears repayment is included.
16. Based on the disclosed income and the proposed repayment arrangement, I find that the Tenant does not have sufficient financial capacity to meet his ongoing monthly obligations while also repaying the arrears. As the Tenant was unable to demonstrate the financial capacity to sustain the tenancy under the proposed arrangement, I concluded that the tenancy could not be preserved. I explained to the parties that the Tenant's current financial circumstances do not support the viability of the tenancy.
17. The Tenant testified that it would not be possible to vacate the rental unit within the next 11 days and requested a delayed termination date. Considering the rent deposit, which partially offsets the lawful monthly rent, and the fact that no rent payments have been made since the arrears began, I discussed with the parties a delayed termination date of June 15, 2026. I explained to the Tenant that, if he voided the order by paying the full amount owing, the tenancy would continue. However, if the order was not voided, the Landlord could file the order with the Sheriff for enforcement as early as June 16, 2026.

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:**
 - \$8,204.28 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,208.85 if the payment is made on or before June 15, 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 15, 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 15, 2026.**
- 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,178.74. 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 \$65.90 per day for the use of the unit starting April 30, 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 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026, at 4.00% annually on the balance outstanding.
- 8. If the unit is not vacated on or before June 15, 2026, then starting June 16, 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 16, 2026.

May 26, 2026
Date Issued

Ken Audziss

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 16, 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	\$8,018.28
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,204.28

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 15, 2026

Rent Owing to June 30, 2026	\$10,022.85
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,208.85

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

Rent Owing to Hearing Date, April 29, 2026	\$5,920.24
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,887.96
Less the amount of the interest on the last month's rent deposit	- \$39.54
Total amount owing to the Landlord	\$4,178.74
Plus, daily compensation owing for each day of occupation starting April 30, 2026	\$65.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	