



Order under Section 69 Residential Tenancies Act, 2006

Citation: MetCap Living Management Inc. v Mai, 2026 ONLTB 41995

Date: 2026-05-27

File Number: LTB-L-026656-26

In the matter of: 1202, 2880 CARLING AVE
OTTAWA ON K2B7Z1

Between: MetCap Living Management Inc. Landlord

And

Phuong Quyen Mai Tenant

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Phuong Quyen Mai (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

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

Only the Landlord's Legal Representative, Stella Idahosa, attended the hearing.

As of 1:38 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. This is a month-to-month tenancy. Rent is due on the first of the month.

Persistent Late Payment

3. For the reasons that follow, I find that the Tenant has persistently paid rent late.
4. On March 16, 2026, the Landlord served the Tenant an N8 notice of termination, which was deemed served on March 21, 2026.

5. I find that the N8 notice is in compliance with the *Residential Tenancies Act, 2006* ('Act'); the notice was given at least 60 days before the termination date (May 31, 2026) and the termination was the last day of a rental period.
6. Based on the Landlord's Legal Representative's submissions and evidence, from March 2025 to March 2026, the Tenant has not paid rent when it was due 13 out of 13 times as per the N8 notice to the Tenant.
7. The Landlord incurred costs of \$186.00 for filing the application and would be entitled to reimbursement of said costs.
8. The Landlord's Legal Representative submitted that since the N8 notice had been served on the Tenant, the Tenant has paid the rent late in April 2026 and May 2026. However, the Landlord's Legal Representative, sought a pay on time order, given the Tenant was not present this matter proceeded uncontested.

Relief from Eviction: Section 83 Considerations

9. 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 grant relief from eviction subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
10. The Landlord's Legal Representative further submitted that the Landlord sought a pay on time order with a s78 clause.
11. Based on the Landlord's Legal Representative testimony regarding the Tenant, I find the Tenant should be given an opportunity to pay rent in full and on time. I am of the view the Tenant should be afforded another opportunity to continue the tenancy provided the Tenant meets the conditions set out below, and that doing so would not be unfair. I make this finding for several reasons.
12. First, the Divisional Court has affirmed, on numerous occasions, that eviction is a remedy of last resort. To take just two examples:

Eviction should be ordered as a last resort after carefully considering Section 84 [now 83] of the Act (*Britannia Glen Co-operative Homes v. Singh*, cited in *Toronto Community Housing Corp. v. Thompson*, [2003] O.R.H.T.D. No. 145).

To put somebody out of their home must, in my view, call for clear and compelling circumstances that it is no longer possible for the arrangement to continue (*Langford v. Phipps*, [1992] O.J. No. 4184 (Ont. Gen. Div.)).

13. In other words, eviction should only be ordered if it is not possible to bring a tenancy back into good standing. In a case of persistent late payment, bringing the tenancy back into good standing is a simple matter of the Tenant starting to pay on time, which the Tenant should be given an opportunity to do so, therefore given this, it should be done rather than terminating the tenancy.

14. Second, compared to the other reasons a tenancy can be terminated, persistent late payment is a minor issue, in my opinion. In my view, it should not serve as a reason to terminate the tenancy unless it really cannot be remedied. Landlords are entitled to be paid on time, but eviction would be a serious consequence to a comparatively minor wrong.
15. Third, the prejudice to a landlord that results from a prompt payment order is minimal. The order ensures that the rent will immediately start to be paid on time. If any payment is late, the Landlord can obtain an eviction order under section 78 of the Act.
16. Finally, given the Tenant's tenure in this tenancy, and the evidence submitted in terms of the Tenant's payments, even though they have been persistently late, it would seem the Tenant has the capacity and means to pay the rent on time, it is not appropriate in my view to terminate the tenancy and evict the Tenant where the Tenant seems to have this capacity.

It is ordered that:

1. The Landlord's application for eviction of the Tenant is denied if the Tenant meets the condition below.
2. The Tenant shall pay the full monthly rent on or before the first day of each month, commencing June 1, 2026, and for 12 months thereafter up to and including May 1, 2027.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without giving notice to the Tenant.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 8, 2026, at 4.00% annually on the balance outstanding.

May 27, 2026
Date Issued

Panagiotis P. Roupas
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 of the Tenant expires on December 8, 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.