



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

File Number: LTB-L-106752-25

In the matter of: 303, 37 JOHNSON ST
BARRIE ON L4M5C3

Between: METCAP LIVING MANAGEMENT INC. Landlord

And

Angela Curtis Tenant

METCAP LIVING MANAGEMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Angela Curtis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 17, 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 \$1,818.88. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.80. This amount is calculated as follows: \$1,818.88 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 March 31, 2026 are \$9,119.47.
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 \$1,769.06 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 \$26.36 is owing to the Tenant for the period from July 2, 2025 to March 17, 2026.
10. The Tenant did not dispute the arrears. The Tenant requested a payment plan, proposing to pay \$300.00 per month towards arrears. The Tenant submitted that her monthly income is \$3,459.00 and that her monthly expenses are approximately \$550.00, including food (\$200.00), internet (\$58.00), phone (\$45.00), hydro (\$48.00), debt repayment (\$100.00), and her dog (\$100.00). The Tenant testified that she has no savings, is in contact with BDO Debt Solutions about a possible consumer proposal and recently lost a significant sum of money to an online scam.
11. The Tenant is a senior in receipt of long-term disability. She testified that she has comprehension difficulties and has no one to assist her. The Tenant requested approximately two months to vacate if eviction is ordered.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the Tenant's age, health, and personal circumstances. The arrears are substantial, and the Tenant has not made any payment since the application was filed. At the proposed rate of \$300.00 per month towards arrears, in addition to ongoing rent, repayment of the existing arrears alone would take more than two and a half years, which is not reasonable in the circumstances. The Tenant's financial position is also deteriorating in light of her recent loss and her contemplation of a consumer proposal, which casts further doubt on her ability to sustain both ongoing rent and the proposed contribution towards arrears. I find that it would be unfair to grant relief from eviction in the form of a payment plan. However, in light of the Tenant's age, disability, and lack of support, I find that it would not be unfair to postpone the eviction to July 15, 2026 pursuant to subsection 83(1)(b) of the Act to either clear the arrears or find alternative accommodations.

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:**
 - \$12,943.23 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$14,762.11 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$16,580.99 if the payment is made on or before July 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 July 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 July 15, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,707.77. 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 \$59.80 per day for the use of the unit starting March 18, 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 July 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 16, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 15, 2026, then starting July 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 July 16, 2026.

May 27, 2026
Date Issued

Colin Elsby
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 16, 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	\$12,757.23
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,943.23

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	\$14,576.11
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,762.11

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

Rent Owing To July 31, 2026	\$16,394.99
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,580.99

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

Rent Owing To Hearing Date	\$8,317.19
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,769.06
Less the amount of the interest on the last month's rent deposit	- \$26.36
Total amount owing to the Landlord	\$6,707.77
Plus daily compensation owing for each day of occupation starting March 18, 2026	\$59.80 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

