



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

File Number: LTB-L-008856-26

In the matter of: 110, 806 KENNEDY RD
SCARBOROUGH ON M1K2E1

Between: MetCap Living Management Inc. Landlord

And

Mary Ellinelle Maddie Tenant
Renard Carlo del Rosario
April Rose del Rosario

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Mary Ellinelle Maddie, Renard Carlo del Rosario and April Rose del Rosario (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, Renard Carlo del Rosario and April Rose del Rosario, 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 \$2,715.22. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$89.27. This amount is calculated as follows: \$2,715.22 x 12, divided by 365 days.
5. The Tenant has paid \$5,300.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$11,443.72.
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 \$2,649.00 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 \$16.31 is owing to the Tenant for the period from December 1, 2025 to March 17, 2026.
10. The Tenant did not dispute the arrears. The Tenant requested a payment plan. The Tenant proposed to pay the ongoing monthly rent on the 1st day of each month, plus \$1,000.00 on April 20, 2026 and on or before the 20th day of each month thereafter.
11. The Tenant testified that the arrears accumulated because the Tenant was in debt, and that most of that debt has now been paid. However, the Tenant has not paid the full monthly rent since the application was filed. The Tenant also testified that the household monthly income is approximately \$8,900.00, and that monthly expenses are approximately \$5,375.00, not including rent. Once the monthly rent of \$2,715.22 is included, the Tenant has approximately \$800.00 remaining each month. This is less than the additional \$1,000.00 per month proposed by the Tenant. Although the Tenant testified that a new job was expected to start in approximately two weeks, there was insufficient evidence about that employment or the income that would result from it.
12. I am not satisfied that the proposed payment plan is realistic or that it would result in the arrears being paid within a reasonable period of time while the Tenant also continues to pay the ongoing monthly rent. For these reasons, I decline to grant relief from eviction on the terms requested by the Tenant.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), including the amount of the arrears, the Tenant's payment history since the application was filed, the Tenant's financial circumstances, and the fact that there are three young children in the household. I find that it would not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$17,060.16 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$19,775.38 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 \$7,766.78. 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 \$89.27 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 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 29, 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 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	\$22,174.16
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,300.00
Total the Tenant must pay to continue the tenancy	\$17,060.16

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	\$24,889.38
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,300.00
Total the Tenant must pay to continue the tenancy	\$19,775.38

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

Rent Owing To Hearing Date	\$15,546.09
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,300.00
Less the amount of the last month's rent deposit	- \$2,649.00
Less the amount of the interest on the last month's rent deposit	- \$16.31
Total amount owing to the Landlord	\$7,766.78
Plus daily compensation owing for each day of occupation starting March 18, 2026	\$89.27 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

