



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

File Number: LTB-L-020522-26

In the matter of: 509, 1307 WILSON AVE
NORTH YORK ON M3M1J3

Between: Metcap Living Management Inc. Landlord

And

Levyn Nabocyag Tenant
Evelyn Nabocyag

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Metcap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Levyn Nabocyag and Evelyn Nabocyag (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 April 20, 2026.

The Landlord's legal representative, Sophia Enriquez ('SE'), and the Tenant, Evelyn Nabocyag ('EN'), attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice

3. On February 17, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served on February 22, 2026. In the N8 notice, the Landlord alleges that the Tenant failed to pay the rent by the date it was due for 12 of the 13 months between February 2025 and February 2026.
4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent was not paid by the date it was due 12 times in the 13 months between February 2025 and February 2026, as alleged in the N8 notice. SE presented as evidence a copy of the rental ledger, which confirms this (DOC-7756399).
5. As of the hearing date, no rent had been paid at all since November 25, 2025.
6. EN acknowledged that they have persistently failed to pay the rent by the date it was due. EN's evidence was that no rent was paid in the last several months because one occupant was away from the unit for 4 months because his wife gave birth. He was not working during that time, but now he is.
7. EN's evidence was that the monthly household income is approximately \$4,800.00, which exceeds the monthly rent by \$2,382.22 (\$4,800.00 - \$2,417.78).
8. EN lives in the unit with her three adult children, aged 18, 20, and 28 years, and her 4-month-old grandchild. Her evidence about the household's monthly expenses, including food, bills, and a loan that EN has to make monthly payments on, was that the monthly expenses total approximately \$2,600.00. The household's rent and other monthly expenses exceed the household income. Given this, I asked EN how she planned to pay the rent in full and on time. She said that her other son who lives in another country promised to send money for the rent.
9. There was no documentary evidence to confirm EN's other son is willing and able to make all necessary payments to EN to ensure the monthly rent is paid in full and on time. This other son was also not present to give evidence about this.
10. I am not satisfied that the tenancy is sustainable, because the Tenant's expenses exceed their monthly income. I am not satisfied that the Tenant will be able to pay the rent in full and on time moving forward. It would therefore be unfair in all the circumstances to deny eviction.
11. Given that there is a young child living in the unit, as well as EN and her three adult children, I find that it is not unfair in all the circumstances to delay eviction until July 31, 2026. The purpose of this delay is to allow the Tenant a reasonable amount of time to secure other living accommodation.
12. The Landlord incurred costs of \$186.00 to file this application and is entitled to recover this amount.
13. The Landlord did not seek compensation for use and occupation because there is an extant L1 application.

14. 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 postpone the eviction until July 31, 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. The Tenant must move out of the rental unit on or before July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 August 1, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing this application.
5. If the amount set out in paragraph 4 of this order is not paid by July 31, 2026, the Tenant will start to owe interest. This will be simple interest, calculated from August 1, 2026 at 4.00% annually on the amount outstanding.

June 1, 2026
Date Issued

Mark Melchers
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 February 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.