



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

File Number: LTB-L-019463-26

In the matter of: 1810, 15 EVA RD
ETOBICOKE ON M9C4W3

Between: MetCap Living Management Inc Landlord

And

Karen Tatiana Iriarte Forero Tenant

MetCap Living Management Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Karen Tatiana Iriarte Forero (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 25, 2026.

The Landlord's 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 \$2,843.21. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$93.48. This amount is calculated as follows: \$2,843.21 x 12, divided by 365 days.
5. The Tenant has paid \$3,705.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$7,667.84.
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 \$2,845.61 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 \$58.78 is owing to the Tenant for the period from June 1, 2025, to May 25, 2026.
10. At the hearing, the Tenant advised that as of August 2026, she began renting another apartment and allowed her three cousins, who are occupants, to live in the rental unit. The Tenant acknowledges she did not receive permission from the Landlord, and at the hearing, was the first the Landlord became aware.
11. The Tenant acknowledges she is in possession of the rental unit, and acknowledges she is responsible for paying the rent to the Landlord and does not dispute the rent arrears owing. The Tenant says she still has personal items in the rental unit and all the furniture in the rental unit are hers.
12. Although it was not disputed, I am satisfied that the Tenant was in possession of the rental unit on the date the Landlord served the N4 Notice on the Tenant and satisfies the legal test as set out in *1162994 Ontario Inc. v. Bakker, 2004 CanLII 59995 (ON CA)*, that “possession of a rental unit refers to some form of control over that unit as demonstrated by factors such as access to, use of, or occupation of the unit.”

Relief from Eviction

13. The Landlord is requesting an 11-day standard order. The rent arrears are substantial and when the Landlord does not receive rent payments, it affects their ability to adhere to their maintenance and financial obligations. The Landlord does not consent to a repayment plan.
14. The Tenant initially requested a repayment plan however her income does not bring in enough money to cover the rent, her expenses, and a reasonable repayment plan. This tenancy is not viable. The Tenant then requested 30 days to vacate the rental unit so she can have time to empty her personal items and furniture from the rental unit.
15. 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 and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**
 - \$10,697.05 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 \$4,443.24. 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 \$93.48 per day for the use of the unit starting May 26, 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.

June 2, 2026
Date Issued

Paula West Oreskovich
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 June 13, 2026.

Rent Owing to June 30, 2026	\$14,216.05
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,705.00
Total the Tenant must pay to continue the tenancy	\$10,697.05

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

Rent Owing to Hearing Date	\$10,866.63
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,705.00
Less the amount of the last month's rent deposit	- \$2,845.61
Less the amount of the interest on the last month's rent deposit	- \$58.78
Total amount owing to the Landlord	\$4,443.24
Plus, daily compensation owing for each day of occupation starting May 26, 2026	\$93.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	