



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-026718-26

In the matter of: 1304, 2737 KIPLING AVE
ETOBICOKE ON M9V4C3

Between: MetCap Living Management Inc. Landlord

And

Sheron Somerville Tenant

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sheron Somerville (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 June 1, 2026.

Only the Landlord's Representative, Prarthana Bhat, attended the hearing.

As of 9:34 a.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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On March 16, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served on March 21, 2026. The notice of termination alleges the Tenant has failed to pay their rent on time every month between March 2025 to February 2026.

Persistently Late

4. The Landlord served a notice of termination under section 58(1). This section sets out the following:

58(1) A Landlord may give a Tenant a notice of termination of their tenancy on any of the following grounds:

5. The tenant has persistently failed to pay rent on the date it becomes due and payable. The rent is due on the 1 day of each month. At the time of filing the application the rent had been paid late 12 times in the prior 13 months. The N8 notice contained an attached ledger which outlined the late payments and the Tenant has consistently paid their rent more than 20 days late each month.
6. The Landlord's Representative states that since the application was filed, the rent has been paid late, no earlier than the 10th of the month.

Daily Compensation, Filing Fee, Rent Deposit

7. The Tenant was required to pay the Landlord \$55.20 in daily compensation for use and occupation of the rental unit for the period from June 1, 2026, to June 1, 2026.
8. Based on the monthly rent, the daily compensation is \$55.20. This amount is calculated as follows: \$1,679.13 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,198.01 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$10.48 is owing to the Tenant for the period from January 1, 2026, to June 1, 2026.
11. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from Eviction

1. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. As the matter was uncontested, I could not consider the circumstances of the Tenant which led them to being in persistently paying their rent late. The Landlord's Representative was not aware of any circumstances that would cause me to exercise my discretion under s. 83. They did state that if the Tenants had appeared at the hearing and shown interest in preserving their tenancy, they would be open to a conditional order. However, they believe that the Tenant has shown no interest in preserving the tenancy and are asking for a standard order eviction. When I consider the Tenant's actions since the notice was served and the application was filed, the Tenant has paid their rent late 14 times in the last 15 months. As the date of this hearing coincides with the rent due date, I can't consider if the Tenant has

or has not paid their rent for the month of June. The Tenant has not changed their behaviour since the notices were served, or the application filed. Therefore, I will not be granting relief under s. 83 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 June 22, 2026.
2. If the unit is not vacated on or before June 22, 2026, then starting June 23, 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 June 23, 2026.
4. The Tenant shall pay to the Landlord \$55.20, which represents compensation for the use of the unit from June 1, 2026, to June 1, 2026.
5. The Tenant shall also pay the Landlord compensation of \$55.20 per day for the use of the unit starting June 2, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,208.49 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$967.29.
9. However, the Landlord is authorized to deduct from amount owing to the Tenant \$55.20 per day for compensation for the use of the unit starting June 2, 2026, to the date the Tenant moves out of the unit.
10. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 11, 2026
Date Issued

Chris Hall
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 23, 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.