



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

**File Number:** LTB-L-022663-26

**In the matter of:** 410, 1315 SILVER SPEAR RD  
MISSISSAUGA ON L4Y2W8

**Between:** METCAP LIVING MANAGEMENT INC. Landlord

**And**

Chantel Dulay Tenants  
Chauncey Dulay-London

METCAP LIVING MANAGEMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Chantel Dulay and Chauncey Dulay-London (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on June 1, 2026.

The Landlord's Legal Representative, Krizia Hernandez, and the Tenants, Chantel Dulay, attended the hearing.

### **Preliminary:**

#### Tenant requested to raise S82 issues

1. Board records indicate the Tenant emailed the Board on May 28, 2026. The email contained a document with allegations that the Tenant submits are subject to s. 82 in the *Residential Tenancies Act, 2006* (the "Act").
2. The Tenant stated that she also sent a copy to the Landlord's residential complex office address where the Tenant resides.
3. The Landlord's legal representative stated that she was not made aware of any document the Tenant gave to the Landlord and she herself had not been served any documents from the Tenant.
4. The Landlord's legal representative requested the s82 submissions not be allowed and requested to proceed with the hearing for the arrears.
5. The Board's Rules of Procedure section 19 on Disclosure of Evidence states:

19.4 Unless the LTB has directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears shall provide the other parties and the LTB with the following at least **7 days before the scheduled CMH or hearing**:

1. a written description of each issue the tenant intends to raise; and
2. a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.

[emphasis added]

6. The Tenant's document indicates the Tenant is disputing the arrears over incentives the Landlord did not apply to the Tenant's rent, maintenance issues and conduct breaches by the Landlord's staff.
7. The document fails to identify specifics required in a submission under s82 like dates and times of events and specifics on what conduct the Landlord's staff engaged in.
8. I further note that the Tenant failed to file the s82 issues in accordance with the Board's Rules of Procedure and filed the document less than 7 days in advance of the hearing and provided insufficient evidence the Tenant provided proper disclosure to the Landlord or Landlord's legal representative.
9. For the reasons above the Tenant's request to submit s82 is denied.

#### **Determinations:**

10. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
11. As of the hearing date, the Tenants were still in possession of the rental unit.
12. The lawful rent is \$2,584.00. It is due on the 1st day of each month.
13. Based on the Monthly rent, the daily rent/compensation is \$84.95. This amount is calculated as follows: \$2,584.00 x 12, divided by 365 days.
14. The Tenants have paid \$5,603.75 to the Landlord since the application was filed.
15. The rent arrears owing to June 30, 2026, are \$9,438.08.
16. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$5.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenants which was returned NSF.

17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$2,584.00 from the Tenants 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.
19. Interest on the rent deposit, in the amount of \$31.67 is owing to the Tenants for the period from November 1, 2025, to June 1, 2026.

#### Landlord submissions

20. The position of the Landlord is the tenancy commenced November 1, 2025 and the Tenant immediately fell into arrears and has not made payments sufficient to lower the arrears and pay the lawful rent.
21. The Landlord submitted a ledger into evidence to support the claim for arrears (DOC-8038733) and proof the Tenant was provided with the free month of rent.
22. The Landlord's legal representative stated that the Tenant has misunderstood the referral incentive program and suggests the cash incentive goes to the tenant that makes the referral not the new tenant.
23. The Landlord is seeking a standard order for eviction and arrears owing.

#### Tenant submissions

24. The Tenant stated she is a single mother of three children ages 7, 17 and 25.
25. The 25-year-old had applied to the Military Police and was expected to be hired so the son could contribute to the rent.
26. The Tenant stated that her tenancy included a free month of rent and a discount referral incentive the Landlord has not applied of \$100.00 per month.

#### Analysis

27. During cross examination the Landlord asked the Tenant to identify the terms of the referral program. The Tenant believed that both the referring tenant and any new tenant, in this case her, received the referral incentive.
28. The Landlord's legal representative suggests that only the referring tenant receives the incentive for bringing in a new tenant to the residential complex and the new tenant does not receive the incentive.

29. The Tenant led with insufficient evidence to support her claim that she is entitled to receive the incentive and during cross examination the Tenant pondered that perhaps she had misunderstood the incentive program.
30. With the totality of the submissions before me I am satisfied that the Landlord has correctly identified the arrears owing by the Tenant.
31. The Tenant requested the Board consider a repayment plan for the Tenant to maintain the tenancy and repay the Landlord. The Tenant offered between \$300.00 and \$500.00 as a payment option.
32. The Tenant submitted details of her financials including her total household income (\$5,395.00) her expenses (\$5,155.00) leaving a balance of \$240.00.

Tenant submitted s83(3)(a): Roaches

33. The Tenant stated that she had roaches in the rental unit.
34. The Tenant stated that she notified the issue to the Landlord's staff, Danny "in passing" sometime in early April 2026.
35. The Landlord's legal representative submits the Tenant has not led with sufficient evidence of advising the Landlord of any issue. The Landlord's legal representative stated the Landlord has a process in place to file maintenance issues in writing so the Landlord has a paper trail and can follow up appropriately.
36. Upon cross examination the Tenant stated she has not followed up on the complaint since mentioning the issue to Danny.
37. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Tenant has not proved her allegation the Landlord is in serious breach of responsibilities under the Act.
38. I do not find the Tenant's evidence persuasive enough, relying solely on her oral testimony as evidence she put the Landlord on notice of the roach issues through conversation with Danny. The Tenants' lack of particulars and specific details regarding the conversation she claims, including the exact date and follow up, are such that I am not satisfied the Tenant has proved her claim.
39. Therefore, the Tenant's claim the Landlord is in serious breach under the Act is dismissed.

Relief of eviction

40. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests.
41. The Tenant's disposable income of \$250.00 per month would require a 39-month repayment plan and I do not find this to be a reasonable time for the Tenant to repay the

Landlord given the tenancy has only commenced on November 1, 2025 approximately 7 months ago.

42. The Tenant led with insufficient evidence as to when her son may start employment with the Military Police and what income he may be receiving.
43. I do not find the Tenant's disposable income of \$250.00 for 39 months is a reasonable payment plan that balances the interest of the Landlord against the Tenant preserving the tenancy and the Landlord is prejudiced in such a long repayment plan.
44. Therefore, in this case, based on the evidence and submissions before me I find the tenancy is not viable.
45. The Tenant stated she has family that help her with groceries, and the 7-year-old goes to school near family relatives.
46. The Tenant requested a 60-day delay of eviction to allow her time to repay the arrears or find alternative housing.
47. I acknowledge that the Tenant has three children residing in the rental unit, however the tenancy has commenced only 7 months ago and the Tenant has incurred approximately three and half months of rent in arrears.
48. The Tenant stated she has a family network she relies on and helps with the care of her children.
49. None of the children have any medical issues and the Tenant has a heart condition that she takes medication to manage and is under the care of a medical professional.
50. In my view a 60-day delay is prejudicial to the Landlord given the circumstances and I find a short delay to June 30, 2026 is reasonable given the Tenant's family support.
51. 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 Tenants and 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 Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$9,649.08 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.

4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$4,534.36. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$84.95 per day for the use of the unit starting June 2, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 30, 2026, the Tenants 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 9, 2026**  
**Date Issued**

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Greg Brocanier  
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 Tenants 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                                                             | \$15,041.83       |
| Application Filing Fee                                                                  | \$186.00          |
| NSF Charges                                                                             | \$25.00           |
| <b>Less</b> the amount the Tenants paid to the Landlord since the application was filed | - \$5,603.75      |
| <b>Total the Tenants must pay to continue the tenancy</b>                               | <b>\$9,649.08</b> |

**B. Amount the Tenants must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing to Hearing Date                                                                                          | \$12,542.78          |
| Application Filing Fee                                                                                              | \$186.00             |
| NSF Charges                                                                                                         | \$25.00              |
| <b>Less</b> the amount the Tenants paid to the Landlord since the application was filed                             | - \$5,603.75         |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$2,584.00         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$31.67            |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$4,534.36</b>    |
| Plus, daily compensation owing for each day of occupation starting June 2, 2026                                     | \$84.95<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |