



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

File Number: LTB-L-022499-26

In the matter of: 104, 37 JOHNSON ST
BARRIE ON L4M5C3

Between: Metcap Living Management Inc. Landlord

And

Tanesha Mitchel Tenant

Metcap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tanesha Mitchel (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 2, 2026.

The Landlord's Representative Stella Idahosa, the Tenant's Representative, Hanna Nebyu Workneh, the Landlord's Agent, Melissabeth Basden, and the Tenant, Tanesha Mitchel attended the hearing.

Determinations:

Validity of the N4

1. On January 27, 2026, a flood event occurred in the residential complex. As a result, the Tenant was required to relocate as the rental unit would be no longer habitable until repairs and renovations had
2. 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.
3. The rental unit was not habitable until May 1, 2026, when it appears repairs had been completed.
4. The N4 notice was served to the Tenant by Canada Post to the rental unit pursuant to section 191(3) of the *Residential Tenancies Act*, 2006 (the 'Act') on February 6, 2026. At this time the Tenant was not residing in the rental unit.

5. Although the notice was served to the Tenant pursuant to section 191(3) of the Act, it was done so knowing that the Tenant was not residing in the rental unit.
6. Pursuant to section 202(1) of the Act, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants. It is not reasonable that the Tenant would have been made aware of the notice upon delivery. The Tenant did not become aware of the notice until March 2026.
7. Based on this chain of events I am not satisfied that service of the notice was in accordance with the Act. For that reason, the Landlord's N4 notice is not valid.
8. Pursuant to section 69 of the Act, an order for an eviction requires that a landlord provide a valid notice to terminate the tenancy. Since the Landlord's notice is not valid, the Board does not have the jurisdiction to proceed with an order to evict the Tenant.

Consent Agreement

9. Upon delivery of the Board's determination that the notice was invalid, the parties entered a conversation to resolve the application.
10. The Tenant stated that they no longer desired to reside in the rental unit and that they only had a few items to remove from the rental unit and could fully vacate the unit as of June 3, 2026.
11. The Tenant had brought forward a motion under section 82(1) of the Act, stating that they should not be liable for any rent owing for the period the rental unit was uninhabitable.
12. The parties agreed that the Tenant would only be liable for rent owed from May 1 to June 3, 2026. The Tenant's last month rent deposit would go towards the rent owed from May 1 to May 31, 2026. The \$200.00 the Tenant paid towards rent in March 2026 would be put towards the per diem rate of 3 days of rent for June 1 to 3, 2026, or \$165.51. If the Tenant did surrender the rental unit on June 3, 2026, the Landlord would owe the Tenant \$34.49 plus outstanding Last Month's Rent Deposit interest.
13. The Landlord collected a rent deposit of \$1,678.21 from the Tenant and this deposit is still being held by the Landlord.
14. Interest on the rent deposit, in the amount of \$27.23 is owing to the Tenant for the period from August 25, 2025, to June 2, 2026.

It is ordered on the consent of both parties that:

1. The tenancy between the Landlord and the Tenant is terminated as of June 3, 2026.
2. If the unit is not vacated on or before June 3, 2026, then starting June 4, 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 4, 2026.

4. The Tenant shall also pay the Landlord compensation of \$55.17 per day for the use of the unit starting June 3, 2026, until the date the Tenant moves out of the unit.
5. The Landlord shall pay the Tenant \$61.72, less any amount owed to the Landlord for every day after June 3, 2026, if the Tenant fails to surrender the unit to the Landlord as of June 3, 2026..

June 8, 2026
Date Issued

Robert Brown
Vice Chair, Landlord and Tenant Board

Heather Jacula
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 December 4, 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.