



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-007056-26

In the matter of: 1207, 1971 ST. LAURENT BLVD
OTTAWA ON K1G3P8

Between: METCAP LIVING MANAGEMENT INC. Landlord

And

DIANA ADDAE Tenant

METCAP LIVING MANAGEMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict DIANA ADDAE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 8, 2026. The Landlord's Legal Representative, Sofia Enriquez, and the Tenant attended the hearing.

Determinations:

Section 82 Issues

1. On February 19, 2026, the Tenant filed a list of issues that she intended to raise at the hearing pursuant to subsection 82(1) of the *Residential Tenancies Act, 2006* (the 'Act'). The list was more of a response to the Landlord's application and essentially stated that the Tenant completed a payment plan with respect to the alleged arrears and, to her knowledge, the plan was accepted by the Landlord. It further stated that, despite accepting the payment plan, the Landlord proceeded to file an unnecessary application for eviction.
2. On May 31, 2026, the Tenant filed additional documents and, in those documents, referenced a mice infestation. As explained at the hearing, the mice infestation was not included in the list of issues the Tenant intended to raise and did not set out the necessary information such as when the issue started, when the Landlord was advised of it and what remedy the Tenant was seeking. In light of this, I did not permit the Tenant to raise this issue at the hearing. However, the Tenant is free to file her own application should she wish to pursue this claim against the Landlord.

The Application

3. 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.

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,647.20. It is due on the 1st day of each month.
6. The Tenant has paid \$9,467.20 to the Landlord since the application was filed.
7. The rent arrears owing to June 30, 2026 are \$0.00. In light of this, the Landlord was no longer seeking an order for termination of tenancy. Rather, the Landlord sought an order for the costs to file the application in the amount of \$186.00.
8. The Landlord's Legal Representative submitted that the Landlord received the Tenant's payment plan proposal on December 18, 2025. According to the proposal, the Tenant was to pay \$415.67 each month toward the arrears and pay the monthly rent in full each month. The Landlord was agreeable to this plan; however, the Tenant breached this plan when she failed to pay the monthly rent that became due on January 1, 2026. The Landlord did not receive any payments from the Tenant until January 22, 2026 and, as a result, the Landlord proceeded with filing the application with the Board.
9. It was the Tenant's evidence that after signing the payment plan in December 2025, she advised management that she would be out of town and that she would make her first arrears payment at the end of January. The Tenant believed that the Landlord had accepted her payment plan and so she was shocked when she learned on January 26, 2026 that the Landlord had filed an application with the Board.
10. A copy of the payment plan was tendered as evidence. In reviewing the payment plan signed by the Tenant, it is clear that she agreed to pay the current lawful monthly rent on the 1st of the month, commencing January 2026, for the duration of the payment plan.
11. At the time the application was filed, the Tenant was in arrears and was in breach of the payment plan that she proposed. Accordingly, I find that the Landlord was able to file the application and is entitled to the filing fee of \$186.00.

It is ordered that:

1. The Tenant shall pay to the Landlord \$186.00, which represents the costs the Landlord incurred to file the application.
2. If the Tenant shall pay this amount to the Landlord on or before July 7, 2026. If the Tenant does not, the Tenant shall start to owe interest. This will be simple interest, commencing July 8, 2026, at the rate of 4.00% per year on the balance outstanding.

June 17, 2026

Date Issued

Rachel Gibbons

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.