



Order under Section 69 Residential Tenancies Act, 2006

Citation: METCAP LIVING MANAGEMENT INC v Douyon, 2026 ONLTB 46339

Date: 2026-06-24

File Number: LTB-L-008857-26

In the matter of: 419, 190 LEES AVE
OTTAWA ON K1S5L5

Between: METCAP LIVING MANAGEMENT INC Landlord

And

Willkins Douyon Tenants
Nephtalie Cazeau
Julna Cesar

METCAP LIVING MANAGEMENT INC (the 'Landlord') applied for an order to terminate the tenancy and evict Willkins Douyon, Nephtalie Cazeau and Julna Cesar (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 9, 2026.

Only the Landlord's Legal Representative Stella Idohosa attended the hearing.

The Tenants were 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. 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 \$2,399.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.87. This amount is calculated as follows: \$2,399.00 x 12, divided by 365 days.

5. The Tenant has paid \$9,610.50 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$2,852.50.
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 \$2,399.00 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 \$30.78 is owing to the Tenant for the period from October 30, 2025, to June 9, 2026.
10. 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 not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
11. The Landlord requested a standard order, and opposed a payment plan.
12. I noted that the arrears are just over one month's rent including the application fee. The Act is remedial legislation with a "tenant protection focus" that in my view if this is to be given meaningful application, eviction should be a last resort. In this instance, notwithstanding the Tenants did not appear at the hearing, noting that the arrears amount to slightly more than one month's rent, and noting payments made by the Tenants, a payment plan shall be directed to afford the Tenants the opportunity to repay the arrears and salvage their tenancy.
13. The Tenants should be aware that all of the rent and arrears payments due dates are all "on or before" the date specified meaning that the Tenants must make sure that these payments are made by that date. The Tenants must also make sure that the payments are made in full by the due date. If the Tenants are late with a payment, do not make a payment or only makes a partial payment the Landlord can file paperwork with the Board that, if correct, would result in an order for eviction. If there may be an issue, the Tenants are encouraged to contact the Landlord prior to the default.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,038.50. This amount includes rent arrears owing up to June 30, 2026, and the cost of filing the application.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a. A payment of \$1,519.25 on or before July 15, 2026; and
 - b. A payment of \$1,519.25 on or before August 15, 2026

3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing on the first day of each month until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraphs 2 and 3 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after June 30, 2026..

June 24, 2026
Date Issued

Robert Patchett
Vice Chair, 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.