



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

**Citation:** Metcap Living Management Inc. v Grant, 2023 ONLTB 77923

**Date:** 2023-12-07

**File Number:** LTB-L-042108-23

**In the matter of:** 217, 15 JANSUSIE RD ETOBICOKE  
ON M9W4V4

**Between:** Metcap Living Management Inc. Landlord

**And**

Carline Grant Tenant

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

This application was heard by videoconference on November 20, 2023.

The Landlord's Agent Acif Kasmani, the Landlord's Legal Representative S. Enriquez and the Tenant attended the hearing.

**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 \$995.11. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$32.72. This amount is calculated as follows: \$995.11 x 12, divided by 365 days.
5. The Tenant has paid \$2,070.00 to the Landlord since the application was filed.
6. The rent arrears owing to November 30, 2023 are \$4,895.77.

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 \$939.79 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 \$20.86 is owing to the Tenant for the period from January 1, 2023 to November 20, 2023.

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10. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
11. The Landlord's Legal Representative submitted that the Landlord has reached out to the Tenant in the form of multiple letters and the Resident Manager also gave monthly reminders, but there has been no response from the Tenant about rental arrears. They are willing to grant the Tenant some additional time till December 31, 2023.
12. The Tenant testified that she is 60 years old and is actively looking for a job as a professional cleaner. Her husband who works construction is generally laid off in the winter months. Due to the uncertainty, he has recently taken a more stable full-time position with a company.
13. The Tenant also testified that she is willing to get into a payment plan to pay \$450.00 against arrears each month along with regular rent starting December 1, 2023. She also testified that she has reached out to a rent bank and may get assistance to pay all the arrears off before the end of the year. She stated that she is willing to preserve her tenancy at all costs.
14. The Landlord's Legal Representative objected to the payment plan and stated that the Tenant will not be able to sustain the tenancy and that she presented no proof of her husband's job or the rent bank acceptance.
15. Based on the testimony of the Tenant and that she is willing to preserve her tenancy at all costs, I am going to grant her a payment plan. If the Tenant gets the rent bank assistance, she may pay off the arrears earlier. The Landlord has a recourse in case the Tenant is unable to pay her rent by filing an application under s.78 of the *Residential Tenancies Act, 2006* (the "Act").

**It is ordered that:**

1. The Tenants shall pay to the Landlord \$5,081.77 for arrears of rent up to November 30, 2023 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  - a) On or before December 20, 2023 \$450.00 + December rent
  - b) On or before 20<sup>th</sup> of each month starting January 20, 2024 till October 20, 2024 \$450.00 each month from
  - c) On or before November 20, 2024 \$131.77
3. The Tenants shall also pay the Landlord the monthly rent due on or before the first day of the month for the period January 1, 2024 to November 1, 2024.

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4. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after November 30, 2023.

**December 07, 2023**

**Date Issued**

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Sheena Brar

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.