



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

**File Number:** LTB-L-085607-25

**In the matter of:** 307, 205 MORNINGSIDE AVE  
SCARBOROUGH ON M1E3E2

**Between:** SIGNET GROUP INC. Landlord

**And**

SHARON RIDDELL Tenants  
DARRYL WEBSTER  
DEREK WEBSTER

SIGNET GROUP INC. (the 'Landlord') applied for an order to terminate the tenancy and evict SHARON RIDDELL, DARRYL WEBSTER and DEREK WEBSTER (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 7, 2026.

The Landlord's Legal Representative, Sean Beard and the Tenants attended the hearing.

**Determinations:**

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,233.87. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$106.32. This amount is calculated as follows: \$3,233.87 x 12, divided by 365 days.
5. The Tenants have paid \$2,400.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$3,168.00.
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 \$3,155.00 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.
9. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. The Tenants testified that they fell into rent arrears as both Darryl Webster and Derek Webster experienced a reduction in work hours.
11. The Tenants testified about their income and while the Tenants earn approximately \$6,500.00 per month, the Tenants have been unable to pay the lawful monthly rent. I was not satisfied that there has been any change in circumstances that will allow the Tenants to pay the rent going forward plus an additional amount each month towards the arrears. As a result, I find that it would be unfair to grant relief from eviction in the form of a payment plan.
12. With regards to whether to postpone eviction, I find that it would be unfair in the circumstances to postpone eviction. The tenancy started on November 1, 2024 and the Tenants have already accrued a large amount of rental arrears. As the arrears are only likely to grow, I find that any further delay would be unfairly prejudicial to the Landlord.

**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:**
  - \$12,976.74 if the payment is made on or before January 26, 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 January 26, 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 January 26, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$7,332.11. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. 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 \$106.32 per day for the use of the unit starting January 8, 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 January 26, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 27, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 26, 2026, then starting January 27, 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 January 27, 2026.

**January 15, 2026**  
**Date Issued**

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Christopher Lin  
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 July 27, 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.

**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 January 26, 2026**

|                                                                                         |                    |
|-----------------------------------------------------------------------------------------|--------------------|
| Rent Owing To January 31, 2026                                                          | \$15,190.74        |
| Application Filing Fee                                                                  | \$186.00           |
| <b>Less</b> the amount the Tenants paid to the Landlord since the application was filed | - \$2,400.00       |
| <b>Total the Tenants must pay to continue the tenancy</b>                               | <b>\$12,976.74</b> |

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

|                                                                                                                     |                       |
|---------------------------------------------------------------------------------------------------------------------|-----------------------|
| Rent Owing To Hearing Date                                                                                          | \$12,701.11           |
| Application Filing Fee                                                                                              | \$186.00              |
| <b>Less</b> the amount the Tenants paid to the Landlord since the application was filed                             | - \$2,400.00          |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$3,155.00          |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$7,332.11</b>     |
| Plus daily compensation owing for each day of occupation starting January 8, 2026                                   | \$106.32<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                       |