



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

File Number: LTB-L-094643-25

In the matter of: 207, 1255 BIRCHMOUNT RD
SCARBOROUGH ON M1P2E1

Between: Signet Group Inc. Landlord

And

Ashley Gilmore Tenant
Lucas Da Costa

Signet Group Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Gilmore and Lucas Da Costa (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 29, 2026.

Only the Landlord's Legal Representative, Matt Anderson attended the hearing.

As of 3:06 p.m., the Tenant was 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 \$2,695.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$88.60. This amount is calculated as follows: \$2,695.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,100.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$7,980.00.

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 \$2,695.00 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 \$23.41 is owing to the Tenant for the period from September 1, 2025 to January 29, 2026.
10. The Landlord's Legal Representative attended the hearing and advised that the parties had reached an agreement on consent, requested that a payment plan to be issued, and advised of the below terms.
11. Unfortunately, the Tenant was not in attendance at this time and so I was unable to verify the Tenant's understanding of the terms of the consent at that time and I am unable to issue this as a consent order. However, the terms are a consideration pursuant to s. 83 of the Act and proceeding in the usual course could have resulted in a voidable termination.
12. I have considered all of the disclosed circumstances in accordance with subsection 83 of the Residential Tenancies Act, 2006 (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. These conditions reflect what the Landlord's Legal Representative represented both parties consented to outside of the hearing room and are of benefit to both parties.

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,166.00, which represents the arrears of rent (\$7,980.00) and costs (\$186.00) outstanding for the period ending January 31, 2026.
2. The Landlord's application for eviction of the Tenant is denied on the condition that:
 - (a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:
 - (b) A payment in the amount of \$1,000.00 on or before February 20, 2026
 - (c) A payment in the amount of \$2,166.00 on or before March 15, 2026
 - (d) Starting March 20, 2026, to July 20, 2026, monthly payments on the 20th of each month, in the amount of \$1,000.00.
 - (e) Commencing on February 1, 2026, and continuing until the arrears set out above are paid in full, the Tenant must pay the rent as and when it comes due on the first business day of every month.
3. If the Tenant fails to make any of the payments in accordance with paragraph 2, and by the dates required, then:

(a) The Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 2 of this order.

(b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear simple interest at a rate of 4.0% per annum on the balance outstanding.

February 10, 2026
Date Issued

Samantha Greaves
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 21, 2026

Rent Owing To February 28, 2026	\$11,775.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,100.00
Total the Tenant must pay to continue the tenancy	\$10,861.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$8,954.40
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,100.00
Less the amount of the last month's rent deposit	- \$2,695.00
Less the amount of the interest on the last month's rent deposit	- \$23.41
Total amount owing to the Landlord	\$5,321.99
Plus daily compensation owing for each day of occupation starting January 30, 2026	\$88.60 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	