



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

File Number: LTB-L-095090-25

In the matter of: 410, 180 BRYBECK CRESCENT
KITCHENER ON N2M5G4

Between: SIGNET GROUP INC. Landlord

And

ARSHDEEP KAUR Tenants
MRIDUL RAI

SIGNET GROUP INC. (the 'Landlord') applied for an order to terminate the tenancy and evict ARSHDEEP KAUR and MRIDUL RAI (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 26, 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 \$2,119.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.67. This amount is calculated as follows: \$2,119.00 x 12, divided by 365 days.
5. The Tenants have paid \$3,500.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$4,765.00. The Tenants did not dispute the amount of the arrears.
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 \$2,119.00 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. Interest on the rent deposit, in the amount of \$3.17 is owing to the Tenants for the period from January 1, 2026 to January 26, 2026.

Section 83 Considerations:

10. The Tenant AK testified that in November 2025 her husband lost his job. He got a part-time position for the last months of the year, however his employer never paid him. Her husband is now in his second week of his new full-time position, and AK testified that she now has a second job.
11. AK testified that they have provided an N9 notice to the Landlord with a termination date of March 31, 2026. AK testified that her husband will get his first pay cheque on February 5, 2026 and they would be able to pay \$1,500.00 by February 6, 2026, then can pay \$2,800.00 on February 20, 2026, and the last payment would be \$2,770.00 on March 6, 2026. The last month rent deposit would be used for March 2026 rent.
12. AK testified that they do not currently have a place to move to. They originally found a place for January 2026, however they did not move out as they still owed rent arrears. AK also testified that her husband's sister may be able to assist them in paying the arrears.
13. The Landlord opposed the payment plan and was seeking a standard 11-day eviction order. The Landlord stated that the payment plan lacked clarity and there is no evidence to support that the Tenants can make the payments.
14. 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 postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act.
15. I accept the Tenants' evidence that the arrears began to accumulate due to loss of employment and that an eviction will impact them. However, the Tenants did not provide any oral or documentary evidence to support the viability of the payment plan presented and would not be able to pay the complete rent for February until at least February 20, 2026. I am satisfied that a short delay in eviction would not be unfair and will provide the Tenants time to either pay the arrears or find alternative accommodation. However, given that the arrears are not insignificant and no payments have been made since November 2025, I find a longer delay would be unfair.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$7,070.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 28, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,521.25. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$69.67 per day for the use of the unit starting January 27, 2026 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 28, 2026, then starting March 1, 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 March 1, 2026.

February 13, 2026
Date Issued

Allana McComb
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 September 1, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$10,384.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,500.00
Total the Tenant must pay to continue the tenancy	\$7,070.00

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

Rent Owing To Hearing Date	\$7,957.42
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,500.00
Less the amount of the last month's rent deposit	- \$2,119.00
Less the amount of the interest on the last month's rent deposit	- \$3.17
Total amount owing to the Landlord	\$2,521.25
Plus daily compensation owing for each day of occupation starting January 27, 2026	\$69.67 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	