



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

File Number: LTB-L-086648-25

In the matter of: 510, 7433 YONGE ST
THORNHILL ON L3T 2B8

Between: SKPM Rents 21 Landlord

and

Elsie Pusing Tenant

Signet Group Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Elsie Pusing (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 2, 2025.

Only the Landlord's representative, Sylwia McArthur, attended the hearing.

As of 1:30 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. 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. At the hearing, the Landlord's representative requested for Signet Group Inc. to be removed from the proceedings and SKPM Rents 21 to be named as the new Landlord.
2. I accept the written submissions of the Landlord's representative that the rental property was not sold and that there was a change in management from Signet Group Inc. to SKPM Rents 21. I also accept that the Tenant was notified regarding the change on September 10, 2025. In the circumstances, I find it to be appropriate to grant the amendment.

Rent Arrears

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.

5. The lawful rent is \$2,100.56. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$69.06. This amount is calculated as follows: \$2,100.56 x 12, divided by 365 days.
7. The Tenant has paid \$5,500.00 to the Landlord since the application was filed.
8. The rent arrears owing to December 31, 2025 are \$2,902.24.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,222.18 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.
11. Interest on the rent deposit, in the amount of \$51.14 is owing to the Tenant for the period from January 1, 2025, to December 2, 2025.

Relief from Eviction

12. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order.
13. The Landlord has attempted to negotiate a payment plan with the Tenant, but the Tenant has not responded. The Landlord was not aware of any reason to delay or deny eviction.
14. As the Tenant did not attend, no other circumstances were presented to me.
15. I did not have any evidence on which I could consider ordering a payment plan nor in the circumstances was I satisfied it was fair to extend the date for eviction without indication from the Tenant that they still wish to preserve the tenancy.
16. 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 be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.

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 Board in trust:**
 - \$7,289.36 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,389.92 if the payment is made on or before March 2, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the Board 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 March 2, 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 March 2, 2026.**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,147.52. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$69.06 per day for compensation for the use of the unit starting December 3, 2025 until the date the Tenant moves out of the unit.
 6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
 7. If the unit is not vacated on or before March 2, 2026, then starting March 3, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 8. 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 3, 2026.

February 19, 2026

Date Issued

Adeela Alvez

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 3, 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	\$12,603.36
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,500.00
Total the Tenant must pay to continue the tenancy	\$7,289.36

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 2, 2026

Rent Owing To March 31, 2026	\$14,703.92
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,500.00
Total the Tenant must pay to continue the tenancy	\$9,389.92

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

Rent Owing To Hearing Date	\$6,439.80
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,500.00
Less the amount of the last month's rent deposit	- \$2,222.18
Less the amount of the interest on the last month's rent deposit	- \$51.14
Total amount owing to the Landlord	\$(1,147.52)
Plus daily compensation owing for each day of occupation starting December 3, 2025	\$69.06 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	