



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

File Number: LTB-L-001983-26

In the matter of: 108, 150 CHRISTOPHER DRIVE
CAMBRIDGE ON N1R4S4

Between: SIGNET GROUP INC. Landlord

And

JESSICA GAMBLE Tenant

SIGNET GROUP INC. (the 'Landlord') applied for an order to terminate the tenancy and evict JESSICA GAMBLE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2026.

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

Determinations:

Preliminary Issue: Adjournment Request Denied

1. At the outset of the hearing, the Tenant requested an adjournment to file section 82 issues about a flood that occurred in June 2025 and required her to vacate the rental unit until September 12, 2025. When asked why she had not filed her materials, the Tenant stated she did not know how to upload the documents on to the portal. The Tenant also testified that she had not served the Landlord with notice of section 82 issues as she did not know she needed to. The Tenant testified that she had mailed her section 82 issues to 15 Grosvenor Street on March 10, 2026.
2. The Landlord opposed the adjournment request. The Landlord's Legal Representative testified that this was not the first time the Tenant had sought an adjournment for failing to file section 82 issues, as this was sought in a prior L1 hearing.
3. I denied the adjournment request. I was satisfied that the Tenant had adequate notice of this hearing and adequate time to prepare for it. The notice of termination was served on December 5, 2025 and the Notice of Hearing was mailed on February 2, 2026. The Tenant had approximately 3.5 months to upload her section 82 issues and evidence, or seek legal advice on how to do so.

4. As noted in the LTB's Interpretation Guideline 1: Adjourning and Rescheduling Hearings, adjournments will only be granted in exceptional circumstances if the parties have been given adequate notice of the hearing. While the guideline is not binding on me, I see no reason to depart from it here.
5. I accept the Tenant's evidence that she was previously displaced due to a flood in her rental unit, and the Landlord does not deny this, but I am not satisfied that the Tenant could not have uploaded her section 82 issues and concerns within the last 3.5 months since the N4 notice was served. In my view, an adjournment would unduly prejudice the Landlord given that the arrears are not insignificant. As a result, I denied the adjournment request and continued with the hearing.

L1 Application:

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$1,058.82. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$34.81. This amount is calculated as follows: $\$1,058.82 \times 12$, divided by 365 days.
10. The Tenant has paid \$300.00 to the Landlord since the application was filed.
11. The rent arrears owing to March 31, 2026 are \$3,935.28. The Tenant did not dispute the amount of the arrears.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,058.82 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.
14. Interest on the rent deposit, in the amount of \$4.57 is owing to the Tenant for the period from January 1, 2026 to March 16, 2026.

Section 83 Considerations:

15. The Tenant testified that she has lived in the rental unit with her 20-year-old daughter for the last 8 years. The Tenant testified that at this time she does not have any additional income that she can put towards the rental arrears, however she also felt that there were months in the summer of 2025 that she should not be responsible for rent as she needed to vacate her unit for renovations. The Tenant testified that if she was evicted, she did not know how long it would take her to find alternative accommodations.

16. The Tenant testified that from June 28, 2025 to September 12, 2025 that she was displaced from the rental unit due to a flood that required renovations. The Tenant further testified that when she moved back into the rental unit, there was a property standards order issued for the following: the Landlord needed mould remediation completed and a certificate to determine mould growth and the needs to eliminate health and safety issues, there needed to be an inspection signed by an electrician, all flooring and interior doors needed to be replaced, the windows needed to be repaired and replaced, the bathroom walls needed to be repaired, the interior walls needed to be repaired, and the ventilation needed to be repaired or replaced. The Tenant testified that compliance was due by October 7, 2025, however the Landlord did not comply with the order. The Tenant further testified that when the Landlord attempted to replace the windows at the end of October 2025, he cracked the windows by accident during install in the living room, kitchen and her daughter's room.
17. The Landlord's Legal Representative testified that the property standard order has been fully complied with to the satisfaction of the city. The Landlord's Legal Representative further testified that the flood was due to heavy rain, and the Tenant was given a credit for 2 months rent. The Landlord's position is that there are no outstanding maintenance issues, and nothing has been submitted by the Tenant for the Landlord to investigate.
18. Based on the evidence before me, while the issues from the flood and prior maintenance concerns might be the subject of a T2 or T6 application to the Board, I am not satisfied that the Tenant has established that the Landlord is in a serious breach of their responsibilities within the meaning of section 83(3)(a) of the *Residential Tenancies Act, 2006* (the 'Act'). The evidence indicated that the Landlord renovated the rental unit after a flood and there is no outstanding property standards order. The Tenant did not provide any documentary support that there continue to be ongoing maintenance issues, and while the Tenant testified that there are cracks in the windows, she did not provide any evidence to support the claim, which the Landlord denied. In these circumstances, I am not satisfied that the Landlord is in a serious breach. My finding is without prejudice to the Tenant bringing a T2 or T6 application in relation to the issues should they consider it appropriate to do so.
19. The Landlord is seeking a standard 11 day order as they do not think the tenancy is viable.
20. 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 May 15, 2026 pursuant to subsection 83(1)(b) of the Act.
21. I accept the Tenant's evidence that she and her daughter will be impacted by an eviction, and that they were impacted by the flood in their unit that necessitated them vacating the unit for 2.5 months. I find that it would be unfair to deny the eviction or issue a conditional order as the Tenant testified that they would not be able to pay the arrears. However, providing a relatively short delay in eviction will allow the Tenant an appropriate time to find alternative accommodations. However, given that the arrears are not insignificant and the Tenant has made minimal payments since the application was filed, it would be unfair to delay the eviction longer.

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:**
 - \$4,121.28 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$5,180.10 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$6,238.92 if the payment is made on or before May 15, 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 May 15, 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 May 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,556.03. 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 \$34.81 per day for the use of the unit starting March 17, 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 May 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 15, 2026, then starting May 16, 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 May 16, 2026.

March 31, 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 November 16, 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 March 31, 2026

Rent Owing To March 31, 2026	\$4,235.28
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$300.00
Total the Tenant must pay to continue the tenancy	\$4,121.28

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$5,294.10
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$300.00
Total the Tenant must pay to continue the tenancy	\$5,180.10

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 15, 2026

Rent Owing To May 31, 2026	\$6,352.92
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$300.00
Total the Tenant must pay to continue the tenancy	\$6,238.92

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

Rent Owing To Hearing Date	\$3,733.42
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$300.00
Less the amount of the last month's rent deposit	- \$1,058.82
Less the amount of the interest on the last month's rent deposit	- \$4.57
Total amount owing to the Landlord	\$2,556.03
Plus daily compensation owing for each day of occupation starting March 17, 2026	\$34.81 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

