



Order under Section 69 Residential Tenancies Act, 2006

Citation: SIGNET GROUP INC. v SCANTLEBURY, 2026 ONLTB 36644

Date: 2026-05-07

File Number: LTB-L-016848-26

In the matter of: 420, 207 MORNINGSIDE AVE
SCARBOROUGH ON M1E3E3

Between: SIGNET GROUP INC. Landlord

And

LORI SCANTLEBURY Tenant

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

This application was heard by videoconference on May 4, 2026.

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

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 \$1,280.05. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.08. This amount is calculated as follows: \$1,280.05 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$6,201.60.
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 \$1,134.96 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 \$8.10 is owing to the Tenant for the period from January 1, 2026 to May 4, 2026.
10. The Tenant requested relief from eviction in the form of a repayment plan, but acknowledged they do not currently have the ability to pay any money on top of the monthly rent. Their salary is being garnished by CRA. While the Tenant was recently able to convince CRA to reduce the amount of garnishment on each paycheque, the Tenant still does not have resources to pay amounts beyond their monthly rent.
11. The Tenant therefore requested a postponement of eviction to give the Tenant time for the Rent Bank to process their application. The Tenant hopes the Rent Bank will pay their rent arrears, and the Tenant submits that if they do so the Tenant will be able to pay their monthly rent on a go forward basis.
12. The Landlord seeks a termination of the tenancy as the rent arrears are substantial and the Tenant has not been able to propose a reasonable repayment plan given their financial circumstances. The Landlord submits the tenancy is not sustainable given the Tenant's current income. While the Tenant testified in the hearing they are applying to the Rent Bank for assistance with payment of the arrears, the Landlord submits that given that in their view the tenancy is unsustainable, the Rent Bank is unlikely to pay the rent arrears.
13. This is a long-term tenancy, having commenced in 2010. The Tenant testified that her two children, aged 18 and 22 live with her, and the 18-year-old is still completely reliant on the Tenant.
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 June 15, 2026 pursuant to subsection 83(1)(b) of the Act.
15. I find this postponement is not unfair to the Landlord in these circumstances given the long-term nature of the tenancy, in order to give the Tenant an opportunity to either receive financial assistance to pay off the rent arrears or find new accommodations. I find that any further delay would be unfair to the Landlord given the substantial arrears and that no payments have been made since the filing of this application.

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:**
 - \$6,387.60 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$7,667.65 if the payment is made on or before June 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 June 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 June 15, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,132.81. 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 \$42.08 per day for the use of the unit starting May 5, 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 June 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 15, 2026, then starting June 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 June 16, 2026.

May 7, 2026
Date Issued

Benjamin Seigel
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 December 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 May 31, 2026

Rent Owing To May 31, 2026	\$6,201.60
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,387.60

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

Rent Owing To June 30, 2026	\$7,481.65
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,667.65

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

Rent Owing To Hearing Date	\$5,089.87
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,134.96
Less the amount of the interest on the last month's rent deposit	- \$8.10
Total amount owing to the Landlord	\$4,132.81
Plus daily compensation owing for each day of occupation starting May 5, 2026	\$42.08 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	