



Order under Section 69 Residential Tenancies Act, 2006

Citation: Signet Group Inc. v Ameeraly, 2026 ONLTB 38525

Date: 2026-05-15

File Number: LTB-L-019620-26

In the matter of: 413, 166 WILSON AVE
NORTH YORK ON M5M3A6

Between: Signet Group Inc. Landlord

And

Samantha Ameeraly Tenant

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

This application was heard by videoconference on May 11, 2026.

Only the Landlord's Representative, Matt Anderson, 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 \$2,421.39. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$79.61. This amount is calculated as follows: \$2,421.39 x 12, divided by 365 days.
5. The Tenant has paid \$3,500.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$6,204.57.
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 \$2,282.06 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 \$17.20 is owing to the Tenant for the period from January 1, 2026, to May 11, 2026.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would not be unfair to postpone the eviction until June 30, 2026, pursuant to subsection 83(1)(b) of the Act.
11. The Tenant proposed a payment plan at the hearing, but in my view, a payment plan would be inappropriate in this case. The Landlord has filed four L1 applications with respect to this tenancy since 2023, several of which have resulted in payment plans which the Tenant then breached, leading to further adjudication of motions before the Board. In my view, instituting a payment plan where a Landlord has – in the recent past – had to apply to the Board due to breaches of similar plans would be unfair in the circumstances.
12. Further, based on the testimony the Tenant gave about her financial circumstances at the hearing, I am not satisfied that she can comfortably make payments to the Landlord above-and-beyond her monthly rent.
13. That being said, it is agreed between the parties that despite the Tenant's inability to adhere to previous payment plans, she has previously paid off the balance of her arrears in full. She also has made significant payments to the Landlord since this application was filed. While the arrears have increased since the Landlord's application was filed, the Tenant's payments have demonstrated a good faith intention to pay the rent and have reduced the prejudice to the Landlord resulting from the arrears.
14. As such, I have turned my mind to whether a postponement of the eviction date is appropriate in all of the circumstances. In my view, postponing the eviction date to June 30, 2026, is appropriate in all of the circumstances.
15. The Tenant testified that she is a single parent who lives in the unit with her two children – ages 16 and 17 – and that they are currently attending a high school in the area. She also testified that she has been unable to find suitable housing for the family within the catchment area of their school.
16. The end of the school year is fast approaching, and, in my view, it would not unduly prejudice the Landlord to postpone the eviction date to June 30, 2026, to reduce the impact of the arrears situation on the Tenant's children. Given the Tenant's history of making significant payments to clear her arrears balance, it is also within the realm of contemplation that the Tenant will pay off the balance of the arrears in full before this order becomes enforceable, limiting the prejudice to the Landlord. Considering all of these circumstances, I find that this brief postponement of the enforceability of this order is not unfair to the Landlord.

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:**
 - \$6,390.57 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,811.96 if the payment is made on or before June 30, 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 30, 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 30, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,545.63. 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 \$79.61 per day for the use of the unit starting May 12, 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

May 15, 2026
Date Issued

Jeremy Henderson
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 January 1, 2027, 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	\$9,704.57
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	\$6,390.57

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

Rent Owing to June 30, 2026	\$12,125.96
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	\$8,811.96

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

Rent Owing to Hearing Date	\$8,158.89
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	- \$2,282.06
Less the amount of the interest on the last month's rent deposit	- \$17.20
Total amount owing to the Landlord	\$2,545.63
Plus, daily compensation owing for each day of occupation starting May 12, 2026	\$79.61 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	