



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-022106-26-SA

In the matter of: 2, 210 WYCHWOOD AVE
YORK ON M6C2T3

Between: Signet Group Inc. Landlord

And

Denise Fitzsimons Tenant

Signet Group Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Denise Fitzsimons (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the mediated settlement signed by the parties on January 13, 2026 with respect to application LTB-L-084274-25.

The Landlord's application was resolved by order LTB-L-022106-26, issued on March 30, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-022106-26.

This motion was heard by videoconference on May 12, 2026.

The Landlord's Legal Representative Matt Anderson and the Tenant Denise Fitzsimons attended the hearing.

Determinations:

There was a breach of the previous mediated settlement

1. The Tenant failed to meet a condition specified in the mediated settlement signed by the parties on January 13, 2026, with respect to application LTB-L-084274-25. The Tenant did not dispute that there had been a breach of the mediated settlement. The Landlord's position was that the payments due February 18, 2026 and March 1, 2026 were paid late. The Landlord relied on its rent ledger, which shows that the March 1, 2026 payment posted on March 2, 2026 and was received on March 9, 2026. Moreover, the Tenant testified that the payment due February 18, 2026, was paid on February 20, 2026. On the evidence before me, I am satisfied that the Tenant did not comply with the payment terms required by the mediated settlement.

The surrounding circumstances

2. The Tenant asked that the order be set aside and said she did not want to be evicted because she has nowhere else to go. The Tenant submitted that she believed she had made the required payments, but that they were not received by the Landlord, and stated that she had only recently received a call from the fraud department at Scotiabank. The Tenant also referred to earlier payroll and banking issues. However, the Tenant filed no documentary evidence with the Board to show that any of the disputed payments had actually been sent, processed, reversed, or placed under investigation by the bank. The Tenant also filed no evidence to substantiate the personal circumstances relied on or to show any concrete plan to remedy the default within a specific timeframe.
3. After considering all of the circumstances, including the Tenant's personal circumstances, I find that it would be unfair to set aside order LTB-L-022106-26. I accept that eviction may cause hardship to the Tenant. However, the breach of the mediated settlement is not disputed, the Tenant has provided no reliable evidence that the missing payments were actually made, and the explanations offered remain speculative and uncorroborated. I also accept the Landlord's evidence that there had been no communication from the Tenant about the alleged banking issues since March 11, 2026 and that the arrears remain substantial. In these circumstances, I am not satisfied that there is a sufficient basis to set aside the ex parte order.

The stay is lifted on immediately

4. The stay of order LTB-L-022106-26 is lifted immediately.

It is ordered that:

1. The motion to set aside Order LTB-L-022106-26, issued on March 30, 2026, is denied.
2. The stay of order LTB-L-022106-26 is lifted immediately.
3. Order LTB-L-022106-26 is unchanged.

May 13, 2026

Date Issued

Kyle Anderson

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.