



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

File Number: LTB-L-005284-26

In the matter of: 702, 5600 SHEPPARD AVE E
SCARBOROUGH ON M1B2L4

Between: Signet Group Inc. Landlord

And

Denise Lambert Tenant

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

This application was heard by videoconference on April 1, 2026.

Only the Landlord's legal representative, Matt Anderson attended the hearing.

As of 1:40 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. 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. 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 \$1,853.26. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.93. This amount is calculated as follows: \$1,853.26 x 12, divided by 365 days.
5. The Tenant has paid \$3,070.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$4,555.73.
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 \$1,613.53 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 \$48.79 is owing to the Tenant for the period from January 1, 2025 to April 1, 2026.

Relief from eviction

10. At the hearing, the Landlord's legal representative requested that the Board order a payment plan requiring the Tenant to pay the lawful monthly rent as it becomes due, together with an additional payment of \$500.00 on the 20th day of each month until the rental arrears are paid in full.
11. Although the Tenant did not attend the hearing to make submissions regarding her ability to comply with the proposed payment plan, the Landlord's legal representative submitted that, through email correspondence, the Tenant acknowledged the amount of the monthly rent and proposed making additional payments of \$500.00 mid-month, in addition to paying the monthly rent on time, commencing May 1, 2026 and continuing until February 28, 2027, in order to satisfy the arrears in full.
12. The Landlord's legal representative submitted that, as the Tenant did not specify an exact date for the additional monthly payments, the Landlord proposed that the payments be made on or before the 20th day of each month in order to provide the Tenant with sufficient time to comply with the payment obligations under the proposed plan.
13. I find the Landlord's request for a payment plan to be reasonable in the circumstances. I am satisfied that the proposed terms are consistent with the Tenant's own proposal and provide the Tenant with a meaningful opportunity to preserve the tenancy and repay the arrears over time. I also find that granting the payment plan avoids the significant prejudice the Tenant may experience if eviction were ordered immediately, particularly given that the Landlord could otherwise have sought a standard 11-day eviction order.
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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,741.73 for arrears of rent up to April 30, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$500.00 each month from May 1, 2026 to January 31, 2027, on or before the 20th day of each corresponding month; and

b) \$241.73 on or before February 20th, 2027.

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 1, 2026, to February 28, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after April 30, 2026.

June 2, 2026
Date Issued

Christina Philp
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.