



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

File Number: LTB-L-095108-25-SA

In the matter of: 606, 550 WESTMOUNT ROAD
KITCHENER, ON N2M5G5

Between: SIGNET GROUP INC. Landlord

and

KEITH MICHAEL NICKEO Tenant

SET ASIDE MOTION ORDER ON CONSENT

SIGNET GROUP INC. (the 'Landlord') applied in a L4 application for an order to terminate the tenancy and evict KEITH MICHAEL NICKEO (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Landlord claimed the Tenant did not meet a condition specified in the mediated agreement issued by the LTB on September 3, 2025 with respect to application LTB-L-046945-25.

The LTB issued an eviction order LTB-L-095108-25, issued on November 18, 2025 which terminated the tenancy effective November 29, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-095108-25.

The motion was heard by videoconference on December 22, 2025. The Landlord's legal representative Matt Anderson (paralegal) attended the hearing along with the Tenant, who declined speaking to tenant duty counsel before the hearing.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

At the hearing, the parties agreed that:

1. The Landlord consents to the Tenant's motion to set aside the L4 order. Order LTB-L-095108-25 issued on November 18, 2025 is cancelled and cannot be enforced. The order is replaced by this one.

2. The current amount outstanding to December 31, 2025, inclusive of rent arrears (\$2,642.24) and costs (\$186.00 filing fee), is \$2,828.24.

On consent of the parties, it is determined that:

3. The parties agreed to a voidable extended eviction order to January 31, 2026.
4. The current lawful monthly rent as of December, 2025 is \$1,045.12. It is due on the first (1st) day of each month. On January 1, 2026, the lawful monthly rent will increase by the guideline amount, to become \$1,067.06.
5. Based on the monthly rent which will be in effect as of January 1, 2026, the daily rent/compensation is \$35.08. This amount is calculated as follows: \$1,067.06 x 12 months, divided by 365 days.
6. The Tenant paid \$5,577.84 since the original L1 application was filed.
7. The rent arrears currently owing up to December 31, 2025 is \$2,642.24.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,021.62 from the Tenant on October 1, 2010 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.
10. Interest on the deposit was last paid out to December 31, 2024.
11. I did not need to consider the parties' circumstances per section 78(11) of the *Residential Tenancies Act, 2006* (the 'Act') or whether I should use my discretion to delay or deny eviction, because the Tenant was consenting to a voidable extended eviction order.

On consent of the parties, it is ordered that:

11. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order by paying the amount described below, by the due date.

Pay and Stay Option

12. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - **\$3,895.30*** if the payment is made on or before January 31, 2026 (see Schedule 1 Part A for how this amount was calculated).
13. 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 January 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

Pay and Go Option

14. **If the Tenant does not pay the amount required to void this order as described in paragraph 12 above, then the Tenant must move out of the rental unit on or by January 31, 2026 (the date the parties consented to at the hearing).**
15. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$2,849.32****. This amount includes the rent arrears owing up to the extended eviction date of January 31, 2026, plus the cost of filing the application, less the rent deposit and any interest owing on the rent deposit (see Schedule 1 Part B for how this amount was calculated).
16. The Tenant shall also pay to the Landlord daily compensation of **\$35.08 per day** for the use of the unit **starting February 1, 2026** until the date the Tenant actually moves out of the rental unit or gets evicted through Sheriff enforcement.
17. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 onwards at 4.00% annually on the balance outstanding.
18. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
19. 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 February 1, 2026.

January 15, 2026
Date Issued

Michelle Tan
Vice Chair, 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 August 1, 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. PAY AND STAY OPTION

Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026:

Rent arrears currently owing up to December 31, 2025	\$2,642.24
Rent due on January 1, 2026	\$1,067.06
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$3,895.30*

B. PAY AND GO OPTION

Amount the Tenant must pay if they do not void by January 31, 2026 and the tenancy gets terminated:

Rent arrears currently owing up to December 31, 2025	\$2,642.24
Rent due on January 1, 2026	\$1,067.06
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$1,021.62
Less interest owing on the last month's rent deposit (from Jan 1, 2025 to the termination date Jan 31, 2026)	-\$24.36
Total amount owing to the Landlord	\$2,849.32**
Plus daily compensation owing for each day of occupation starting February 1, 2026	\$35.08 (per day)