



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

File Number: LTB-L-085021-25

In the matter of: 906, 27 VANIER DRIVE
GUELPH ON N1G2L1

Between: SIGNET GROUP INC. Landlord

And

JOSHUA SAWYERS Tenant

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

This application was heard by videoconference on January 7, 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 \$1,933.62. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$63.57. This amount is calculated as follows: $\$1,933.62 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$9,602.87.
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 \$1,893.85 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 \$48.11 is owing to the Tenant for the period from January 1, 2025 to January 7, 2026.
10. The Tenant does not dispute the arrears owing, and does not wish to maintain the tenancy. However, the Tenant is seeking a delayed eviction until the end of February, 2026 to find alternative housing.
11. The Landlord seeks termination of the tenancy as soon as possible as the tenancy only began in the fall of 2024 and the Tenant has made no payments to the Landlord in five months. The Landlord further submits that the tenancy is no longer sustainable and that a delayed eviction would be prejudicial to the Landlord as arrears would continue to grow.
12. The Tenant has had since September 8, 2025 when he was served with the Landlord's notice of termination to seek alternative housing. Additionally the Tenant testified that his current income is \$733.00 per month from Ontario Works, well below the lawful monthly rent. It is clear any delay in eviction would result in additional arrears accruing. This tenancy, in my view, is just not viable any longer and to prolong it would be prejudicial to the Landlord and unfair to the Tenant as the arrears are surmounting.
13. Having 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 I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$9,788.87 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,722.49 if the payment is made on or before February 6, 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 February 6, 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 February 6, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,358.28. 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 \$63.57 per day for the use of the unit starting January 8, 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 February 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 6, 2026, then starting February 7, 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 February 7, 2026.

January 26, 2026
Date Issued

Sean Ramage
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 August 7, 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 January 31, 2026

Rent Owing To January 31, 2026	\$9,602.87
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,788.87

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 6, 2026

Rent Owing To February 28, 2026	\$11,536.49
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,722.49

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

Rent Owing To Hearing Date	\$8,114.24
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,893.85
Less the amount of the interest on the last month's rent deposit	- \$48.11
Total amount owing to the Landlord	\$6,358.28
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$63.57 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	