



Order under Section 69 Residential Tenancies Act, 2006

Citation: Signet Group Inc. v Smith, 2026 ONLTB 29032

Date: 2026-04-15

File Number: LTB-L-016985-26

In the matter of: 11, 140 KINGSTON RD.
TORONTO ON M4L1S9

Between: Signet Group Inc. Landlord

And

James Smith Tenant

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

This application was heard by videoconference on April 7, 2026.

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. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
4. The Tenant disputed the lawful rent and therefore the amount owing. The Tenant claimed that the Landlord increased the rent twice in 2024, once in July and again in October and the Tenant did not believe this was lawful, so he ignored the second increase and continued paying what he believed to be lawful.
5. The Tenant testified that as of January 2024 he was paying approximately \$1,056.00 and then it increased in July 2024 to \$1,071.66. The Tenant testified that the Landlord then attempted to increase the rent again in October 2024, but the Tenant believe the Landlord

was attempting to increase the rent over the guidelines without proper authority or permission, so he just did not pay it. The Tenant testified that when he received the 2025 notice of increase, he added the allowable approximate \$27.00 increase to his rent, but he still disputed the increase from 2024.

6. The Landlord's Representative provided that there were not two increases in 2024 and provided the notice of rent increase ("NORI") for 2023, 2024, and 2025. Each NORI was provided to the Tenant in July of the appropriate year as required for the 90-day notice of rent increase per section 116(1) of the *Residential Tenancies Act, 2006* (the 'Act') and indicated the rent would increase effective October 1 of the respective year.
7. The 2023 NORI provided that the rent would increase October 1, 2023, to \$1,071.66. The 2024 NORI provided that the rent would increase October 1, 2024, to \$1,098.45. The 2025 NORI provided that the rent would increase October 1, 2025, to \$1,125.91.
8. The Landlord's Representative also provided a copy of the Tenant's ledger which provided that the Tenant had been paying \$1,057.92 as of January 1, 2024. The ledger provides that the Tenant only began paying \$1,071.66 as of July 2024. This is when the Tenant indicates the Landlord raised the rent for the first time in 2024.
9. What appears to have happened is that the Tenant did not pay the increase for 2023 and when the increase for 2024 was looming the Landlord may have provided another copy of the 2023 NORI to the Tenant to establish that the rent in 2023 had been increased which may have led to the confusion and the Tenant's belief that the Landlord was attempting to increase the rent twice in 2024.
10. Based on the evidence before me, I find that the Tenant did not pay the rent increase from 2023 and only started paying the 2023 increase as of July 2024 which led to the Tenant's belief that the Landlord was attempting to increase the rent twice in 2024.
11. The Tenant did not provide any documentary evidence to substantiate his claim that the Landlord attempted to increase the rent twice in 2024. Instead, I have the Landlord's NORIs for 2023, 2024, and 2025. As a result, I find on a balance of probabilities there was not a "double" increase of rent.
12. I am not satisfied that the Landlord attempted to increase the rent twice in 2024 as the Tenant believes. I find that the Landlord was properly increasing the rent per the guidelines and in accordance with the rules each year as permitted.
13. Furthermore, section 136(2) of the Act indicates that "an increase in rent shall be deemed to be lawful unless an application has been made within one year after the date the increase was first charged, and the lawfulness of the rent increase is in issue in the application."
14. Here, the Tenant confirmed that he never applied to the Board to challenge what he characterized as two unlawful increases in 2024. Instead, he chose to simply ignore what he deemed to be unlawful. While the Tenant may believe the increases were not lawful, he is not entitled to simply ignore the NORI. He is entitled to pursue a claim at the Board and have the Board make the determination as to whether the Landlord is lawfully increasing the rent. The Tenant did not do this.

15. Since no application was made within one year of the 2024 increase per section 136(2) and based on the evidence before me, I am satisfied that the rent was lawfully increased in 2024 in accordance with the Rules and the lawful rent as of October 1, 2024, was \$1,098.45.
16. As such, the increase in 2025 was also lawful as it was the guideline amount and in accordance with the Rules.
17. Therefore, the lawful rent as of October 1, 2025, is \$1,125.91. It is due on the 1st day of each month.
18. Based on the Monthly rent, the daily rent/compensation is \$37.02. This amount is calculated as follows: $\$1,125.91 \times 12$, divided by 365 days.
19. The Tenant has paid \$2,196.24 to the Landlord since the application was filed.
20. The Landlord's Representative provided that the arrears are an accumulation of short payment of rent.
21. The Tenant's position was that there were no arrears due to his disagreement about the lawful rent.
22. As discussed above, I am satisfied that the rent was increased in accordance with the Rules.
23. I am also satisfied that the ledger is the most accurate evidence of the Tenant's account.
24. As such, the rent arrears owing to April 30, 2026, are \$529.75.
25. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
26. The Landlord collected a rent deposit of \$1,111.67 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.
27. Interest on the rent deposit, in the amount of \$6.20 is owing to the Tenant for the period from January 1, 2026, to April 7, 2026.

Relief from eviction

28. The Tenant indicated that he can pay the full amount owing at any time but he did not believe he owed the Landlord any additional amounts.
29. The Landlord's Representative that the Landlord is seeking a standard voidable eviction order but was also open to delaying eviction if the Tenant required additional time to pay the arrears.
30. Based on the Tenant's own submissions, he has the ability to pay the arrears in full at any time and therefore I do not find it necessary to delay the time to pay.

31. As such, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and 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:**
 - \$715.75 if the payment is made on or before April 26, 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 April 26, 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 April 26, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,268.89. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$37.02 per day for compensation for the use of the unit starting April 8, 2026, until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before April 26, 2026, then starting April 27, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 April 27, 2026.

April 15, 2026
Date Issued

Nicole Pedron
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 October 27, 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 April 26, 2026

Rent Owing To April 30, 2026	\$2,725.99
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,196.24
Total the Tenant must pay to continue the tenancy	\$715.75

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

Rent Owing To Hearing Date	\$1,859.22
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,196.24
Less the amount of the last month's rent deposit	- \$1,111.67
Less the amount of the interest on the last month's rent deposit	- \$6.20
Total amount owing to the Landlord	\$(1,268.89)
Plus, daily compensation owing for each day of occupation starting April 8, 2026	\$37.02 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	