



**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act**

Citation: SIGNET GROUP INC. v JETTE, 2026 ONLTB 28700

Date: 2026-04-09

Date Amended: 2026-04-14

File Number: LTB-L-007858-26

In the matter of: 303, 121 DUDHOPE AVENUE
CAMBRIDGE ON N1R4T8

Between: SIGNET GROUP INC. Landlord

And

VERONIC JETTE Tenants
AERON JETTE

SIGNET GROUP INC. (the 'Landlord') applied for an order to terminate the tenancy and evict VERONIC JETTE and AERON JETTE (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on April 2, 2026.

The Landlord's Legal Representative, Sean Beard, and the Tenants' Representatives, Kela Jette (daughter) and Charlie King (family friend), attended the hearing. The Tenant, Veronica Jette, called into the hearing and provided verbal authorization to be represented before having to return to work.

This amended order is issued to correct a clerical error in the order issued on April 9, 2026.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,300.75. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.76. This amount is calculated as follows: $\$1,300.75 \times 12$, divided by 365 days.
5. The Tenants have paid \$2,787.97 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$2,388.28.
7. The Landlord claimed \$40.00 to reimburse them for administration charges the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenants which was returned NSF. The Tenants' Representatives stated that the charges were actually incurred from insufficient electronic fund transfers and not from cheques. The Landlord's Legal Representative could not confirm by which payment method the charges were incurred. Subsection 87(5) of the Act and s.17 of O. Reg 516/06 make specific reference to NSF charges by cheque, and the Board is bound by the plain language of the Act. Therefore, since the Landlord did not prove the charges were incurred by cheques that were returned NSF, the Landlord's claim for NSF charges is denied.
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 \$1,274.00 from the Tenants 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 rent deposit, in the amount of \$6.74 is owing to the Tenants for the period from January 1, 2026 to April 2, 2026.

Relief from Eviction:

11. 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.
12. The Tenants and their daughter currently reside in the unit.
13. The Tenants' Representatives stated that the Tenants' household monthly income is approximately \$4,500.00. The Tenants were unable to make their full rent payments due to family circumstances that have been ongoing. However, the family issues have evolved to the point where the Tenants will now be able to make persistent monthly payments towards the arrears. The Tenants proposed \$217.85 monthly payments made along with the rent due on the 1st day of each month. The proposed payment plan would take approximately 12 months to complete.
14. The Landlord, however, seeks a standard order from the Board payable within 11 days. The Landlord's Legal Representative stated that April's rent had not been paid yet, and the Tenant was not present to verify the income submissions made.

15. Taking into consideration the evidence and submissions before me, I find a conditional order reasonable in the circumstances. The Tenant provided authorization for representation, which permitted their Representatives to propose a payment plan on their behalf based on the known income for the Tenants' household. The Tenants' Representative was also her daughter who lives in the unit with the Tenants and contributes towards the rent payments. Therefore, I am satisfied on the balance of probabilities that they have the requisite knowledge of the Tenants' finances to propose a payment plan within the Tenants' means. I also find the prejudice to the Landlord significantly less than to the Tenants, given the amount of arrears, the amount of time proposed to pay those arrears, and eviction being a remedy of last resort. A conditional order in this instance would allow the Tenants a chance to try to and preserve the tenancy while providing the Landlord with a method of relief in the event of a breach.

It is ordered that:

1. The Tenants shall pay to the Landlord **\$2,574.28** for arrears of rent up to April 30, 2026 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 of this order as follows:
 - \$217.85 on or before the first (1st) day of each month for the period commencing May 1, 2026 to March 1, 2026 ~~6~~ 7; and
 - \$177.93 on or before April 1, 2027.
3. The Tenants shall also pay to the Landlord new rent in full on or before the first (1st) day of each month for the period commencing May 1, 2026 to April 1, 2027, or until all the arrears are paid, whichever comes first.
4. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after April 30, 2026.

April 9, 2026

Date Issued

April 14, 2026

Date Amended

Fotoula Hatzantonis

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.