



Order under Section 69 Residential Tenancies Act, 2006

Citation: SIGNET GROUP INC. v ABREHA, 2026 ONLTB 33370

Date: 2026-04-27

File Number: LTB-L-011282-26

In the matter of: 612, 27 VANIER DRIVE
GUELPH ON N1G2L1

Between: SIGNET GROUP INC. Landlord

And

FEVEN ABREHA Tenants
ISAYAS ZERU

SIGNET GROUP INC. (the 'Landlord') applied for an order to terminate the tenancy and evict FEVEN ABREHA and ISAYAS ZERU (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 21, 2026.

The Landlord's Legal Representative, Sean Beard, and the Tenant, Isayas Zeru, attended the hearing.

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 \$1,989.82. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.42. This amount is calculated as follows: \$1,989.82 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$7,863.07.

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 were returned NSF. However, as the NSF cheque administration charges were not substantiated at the hearing, the claim was 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 \$1,948.41 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 \$12.44 is owing to the Tenants for the period from January 1, 2026 to April 21, 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 postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
12. The Tenant testified that he has been separated from his wife, the other Tenant, since December 2025, and his wife does not currently live in the unit. The Tenant is looking after their two young children who are two years old and six years old.
13. The Tenant further testified that he is currently not working in order to care for his children while his family is going through this difficult time. Consequently, there are currently no sources of income for the Tenants to pay the rent. However, the Tenant stated that he will likely be returning to work in one to two months when his wife is able to take over care of the children. The Tenant thus requested some time to try and pay back the arrears but could not specify how much time was needed.
14. The Landlord seeks a standard order payable in 11 days. The Landlord's Legal Representative emphasized that tenancy was not sustainable since the Tenants currently do not have any income and have not made any rent payments in months.
15. Having considered the parties' evidence and submissions, I am inclined to agree with the Landlord. Given the lack of income for the Tenants, a conditional order is not reasonable in the circumstances. The arrears are also mounting, and the Tenants have not made any good faith payments in at least three months. However, given the Tenants' current personal and financial situation, I find that it would not be unfair to postpone the eviction until June 30, 2026, to provide the Tenants with additional time to try and void the order or to secure alternate accommodation.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.

2. The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:

- \$8,089.07 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,078.89 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,068.71 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after June 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants does not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 30, 2026.**
5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$5,512.22. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$65.42 per day for the use of the unit starting April 22, 2026 until the date the Tenants moves out of the unit.
7. If the Tenants does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.

April 27, 2026
Date Issued

Fotoula Hatzantonis
Member, Landlord and Tenants 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 January 1, 2027 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$7,863.07
Application Filing Fee	\$186.00
NSF Charges	\$40.00
Total the Tenants must pay to continue the tenancy	\$8,089.07

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$9,852.89
Application Filing Fee	\$186.00
NSF Charges	\$40.00
Total the Tenants must pay to continue the tenancy	\$10,078.89

C. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$11,842.71
Application Filing Fee	\$186.00
NSF Charges	\$40.00
Total the Tenants must pay to continue the tenancy	\$12,068.71

D. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$7,247.07
Application Filing Fee	\$186.00
NSF Charges	\$40.00
Less the amount of the last month's rent deposit	- \$1,948.41
Less the amount of the interest on the last month's rent deposit	- \$12.44
Total amount owing to the Landlord	\$5,512.22
Plus daily compensation owing for each day of occupation starting April 22, 2026	\$65.42 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	