



Order under Section 69 Residential Tenancies Act, 2006

Citation: SIGNET GROUP INC. v HENSHAW, 2026 ONLTB 33682

Date: 2026-04-30

File Number: LTB-L-010937-26

In the matter of: 202, 102 UNION BLVD.
KITCHENER ON N2M2R9

Between: SIGNET GROUP INC. Landlord

And

AMINAT KEHINDE HENSHAW Tenants
ROWLAND EFFIOM HENSHAW

SIGNET GROUP INC. (the 'Landlord') applied for an order to terminate the tenancy and evict AMINAT KEHINDE HENSHAW and ROWLAND EFFIOM HENSHAW (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 21, 2026.

The Landlord's legal representative Sean Beard and the second named Tenant attended the hearing.

The Tenant spoke with Tenant Duty Counsel.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$2,415.38. It is due on the 1st day of each month.
4. The rent arrears owing to April 30, 2026 are \$9,661.52.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

6. Accordingly, the total amount the Tenants owe the Landlord is \$9,847.52.
7. The Tenant did not dispute the arrears owing to the Landlord. The Tenant said that he is in the final stages of a job interview and confident for success. He is a software engineer and believes his annual income will be \$156,000.00. I acknowledge that the Tenant did not provide any documentary evidence to support his claims.
8. The Tenant said that he lives with his wife and infant child and the only current source of income is the Child Tax Credit. He does not have family or friends who could provide temporary accommodation. He said the new position is full time and while he may not be fully established and receiving regular pay checks for May 2026, he can borrow money from family and friend. He is confident he will have the income to cover his obligations. The Tenant said he could pay the lawful rent on time and in full and an arrears payment of \$800.00 on the 15th of each month.
9. A financial analysis was conducted at the hearing and the Tenant understands that in the current circumstance the tenancy is no longer viable.
10. The Landlord's representative said that the Tenant's proposal is speculative and there is no assurance of employment or the ability to pay the amount owing.
11. While I appreciate the Landlord's position, the prejudice to the Landlord will be minimized with a conditional order. In this case, I am exercising my discretion to grant relief by way of a payment plan based on the Tenant's oral testimony.
12. 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.

It is ordered that:

1. The Tenants shall pay to the Landlord \$9,847.52 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 in accordance with the following schedule:
 - a) \$800.00 on or before the 15th of each month commencing May 2026 through to and including April. 2027.
 - b) \$247.52 on or before May 15, 2027.
3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 2026 to May 2027, or until the arrears are paid in full, whichever date is earliest.

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 30, 2026
Date Issued

Dana Wren
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.