



Order under Section 69 Residential Tenancies Act, 2006

Citation: Greenwin Corp v Ali, 2026 ONLTB 3120

Date: 2026-01-16

File Number: LTB-L-084360-25

In the matter of: 501, 67 PARKWOODS VILLAGE DRIVE
NORTH YORK ON M3A2X4

Between: Greenwin Corp

Landlord

And

Ghazanfar Ali
Rabia Ali
Abdullah Ali

Tenants

Greenwin Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Ghazanfar Ali, Rabia Ali and Abdullah Ali (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 5, 2026.

The Landlord's Representative, Sean Beard, and the Tenant, Rabia Ali, attended the hearing.

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 \$1,514.51. It is due on the 1st day of each month.
4. The rent arrears owing to January 31, 2026, are \$7,572.55.
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 \$7,758.55.

Relief from eviction

7. The Tenant, Rabia Ali ("RA"), testified that both her and her husband had lost their jobs, but her husband started working 2-3 months ago. RA testified that the Tenants then prioritized clearing other debts instead of paying rent. RA testified as to the Tenants current income and expenses. RA testified that the Tenants could pay ongoing rent as of February 1, 2026, and \$1,000.00 toward arrears.
8. RA testified that the Tenants have three children aged 12, 10, and 2 currently living in the rental unit as well as one adult child. RA testified that if the payment plan is not found to be reasonable the Tenants would need approximately three months to find a new rental unit because both her and her husband have bad credit and would struggle to find a new rental unit.
9. The Landlord's Representative submitted that the Tenants have a history of being in arrears and there have been four separate arrears applications since 2023, including a breach of a consent order. The Landlord's Representative provided that the parties are back before the Board every six to eight months.
10. However, the Act, like all legislation in the Province of Ontario, is remedial. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
11. The Court of Appeal for Ontario's reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
12. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
13. The Tenants' history does demonstrate an issue with on time payment of rent, however my concern in this matter is the current non-payment of rent. While I do not find it favorable to the Tenants that they chose to prioritize other debts over rent, AR did provide sufficient evidence that the Tenants have a willingness and ability to pay the ongoing rent and the arrears by the end of the year. Taken together with the fact the Tenants have three children in the rental unit, I therefore find that it is not unfair to issue a conditional order that reflects the payment plan AR proposed at the hearing.
14. As such, 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 \$7,758.55 for arrears of rent up to January 31, 2026, inclusive of costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
February 20, 2026	\$1,000.00
March 20, 2026	\$1,000.00
April 20, 2026	\$1,000.00
May 20, 2026	\$1,000.00
June 20, 2026	\$1,000.00
July 20, 2026	\$1,000.00
August 20, 2026	\$1,000.00
September 20, 2026	\$758.55

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 February 1, 2026, to September 1, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fails 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 January 31, 2026.

January 16, 2026
Date Issued

 Nicole Pedron
 Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.