



Order under Section 69 Residential Tenancies Act, 2006

Citation: Greenwin Corp v Hiluf Sisay, 2026 ONLTB 13438

Date: 2026-02-13

File Number: LTB-L-104570-25

In the matter of: 1604, 294 CHANDLER DR
KITCHENER ON N2E2K1

Between: Greenwin Corp Landlord

And

Hiyab Hiluf Sisay Tenants
Netasnet Teklie

Greenwin Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Hiyab Hiluf Sisay, Netasnet Teklie and Kerubiel Sisay (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's Legal Representative, Jennifer Smith, and the Tenants attended the hearing.

Determinations:

Application Amended

1. At the hearing, the Tenants advised that the other party listed in the application, Kerubiel Sisay ('KS'), was a child. The Landlord's Legal Representative submitted that the name was included in the lease and that this was why KS was included as a party to the application and she was unaware of his age. The Landlord's Legal Representative was not opposed to amending the application given that the party was a minor. Accordingly, the application was amended to remove KS as a party to the application.

Non-Payment of Rent

2. 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.

3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$1,589.84. It is due on the 1st day of each month.
5. The Tenants have paid \$1,557.19 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$6,851.09.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,554.20 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.
9. Interest on the rent deposit, in the amount of \$3.22 is owing to the Tenants for the period from January 1, 2026 to February 5, 2026.

Relief from Eviction / Section 83 of the Act

10. The Landlord's Legal Representative stated that the Landlord was not opposed to a payment plan of up to six months. However, after having discussions about a payment plan with the Tenants, the Landlord's Legal Representative was of the view that such a plan would not be possible based on the Tenants' income. In light of this, the Landlord was seeking termination of the tenancy.
11. The Tenant, Netasnet Teklie ('NT'), testified at the hearing on behalf of the Tenants. It was NT's evidence that she is the single mother and sole provider for 4 children, ages 6, 10, 12 and 19, with the 19 year old being the other named Tenant.
12. NT stated that she has not been able to pay the rent because she is not working and she has had difficulty obtaining assistance through Ontario Works ('OW'). NT testified to experiencing mental health issues in relation to the passing of her father and brother in January 2025 and had difficulty managing her day-to-day responsibilities and/or tasks for many months, which set her back financially.
13. NT stated that she has applied for OW and was given a file number but has yet to receive any payments. In this regard, NT expects to receive approximately \$1,100.00 per month from OW. Currently, NT's only income source is her child tax benefit, which is \$2,184.00 per month.
14. NT gave evidence with respect to her monthly expenses that are in addition to the rent for things like, groceries, telephone, internet, car payment, car insurance and child hygiene products. These expenses total approximately \$1,460.00 per month.
15. NT was opposed to termination of the tenancy and requested a payment plan. NT believed that \$5,000.00 of the arrears would be paid through OW and that she could pay off the remaining amount of \$1,851.09 by making monthly payments of \$500.00 on the 21st of each month, which she could start on February 21, 2026. NT was not able to provide confirmation that she had been approved for the lump sum payment of \$5,000.00 or the date when she would receive it.

16. Based on the evidence and submissions provided, I am not satisfied that NT has sufficient income to support the plan she has proposed. There was no documentary evidence from OW to suggest that she would be receiving \$1,100.00 per month going forward or that OW would pay \$5,000.00 toward the arrears. Even if NT received the aforesaid amounts, after deducting the rent and monthly expenses from NT's income, there would only be approximately \$234.00 left over each month to put toward the arrears not \$500.00 that she proposed. For these reasons, I find the payment plan proposed by NT not viable and so it is denied.
17. NT stated that, if the tenancy were terminated, that Tenants would need two months to vacate as they do not have any friends or family they can stay with.
18. 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 March 31, 2026 pursuant to subsection 83(1)(b) of the Act. NT is a single mother and 3 of her 4 children are still quite young. This postponement will give the Tenants some additional time to either void this order or move out. Any prejudice to the Landlord this postponement may cause is mitigated by the last month's rent deposit held by the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,037.09 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$8,626.93 if the payment is made on or before March 31, 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 have paid the full amount owing as ordered plus any additional rent that became due after March 31, 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 do not pay the amount required to void this order the Tenants must move out of the rental unit on or before March 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$4,151.18. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. 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 \$52.27 per day for the use of the unit starting February 6, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before March 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.

February 13, 2026
Date Issued

Rachel Gibbons
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 1, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing to February 28, 2026	\$8,408.28
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,557.19
Total the Tenants must pay to continue the tenancy	\$7,037.09

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

Rent Owing to March 31, 2026	\$9,998.12
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,557.19
Total the Tenants must pay to continue the tenancy	\$8,626.93

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

Rent Owing to Hearing Date	\$7,079.79
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,557.19
Less the amount of the last month's rent deposit	- \$1,554.20
Less the amount of the interest on the last month's rent deposit	- \$3.22
Total amount owing to the Landlord	\$4,151.18
Plus daily compensation owing for each day of occupation starting February 6, 2026	\$52.27 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	