



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-101285-25

In the matter of: 1404, 1110 CAVEN ST
MISSISSAUGA ON L5G4N4

Between: Greenwin Corp Landlord

And

GRAZYNA GRYCIUK Tenant

Greenwin Corp (the 'Landlord') applied for an order to terminate the tenancy and evict GRAZYNA GRYCIUK (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 12, 2026.

The Landlord's legal representative, Matt Anderson, attended the hearing.

As of 1:28pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary:

Tenant agent not authorized

1. A person identifying themselves as the Tenant's son and occupant in the rental unit, Michael Gryciuk attended the hearing.
2. Michael stated he wished to enter into a payment arrangement and stated he had submitted the payment terms to the Landlord's legal representative.
3. Michael stated his mother did not provide the Board with written authorization for him to represent his mother in her absence. Michael stated his mother had suffered an injury and was staying with family and was not aware of the hearing or the payment arrangement he submitted to the Landlord's legal representative for consideration of a delay of eviction.
4. With the totality of the evidence and submissions before me I was not satisfied that Michael was an authorized agent to represent the Tenant in the absence.

5. The hearing proceeded as an uncontested matter with submission from the Landlord's legal representative.

Determinations:

6. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$1,410.69. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$46.38. This amount is calculated as follows: $\$1,410.69 \times 12$, divided by 365 days.
10. The Tenant has paid \$4,595.40 to the Landlord since the application was filed.
11. The rent arrears owing to February 28, 2026 are \$987.02.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,346.59 from the Tenant 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.
14. Interest on the rent deposit, in the amount of \$3.33 is owing to the Tenant for the period from January 1, 2026 to February 12, 2026.

Relief from eviction

15. In the absence of any written authorization from the Tenant to allow Michael to accept a consent payment arrangement in the Tenant's absence the Landlord's legal representative requested the Board consider accepting the payment arrangement under section 83 to preserve the tenancy and allow the Tenant the opportunity to pay the arrears over a period of several months in lieu of a standard eviction order.
16. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests.
17. In this case, based on the evidence and submissions before me I find it reasonable to accept the payment terms submitted by the Landlord's legal representative. In my view the quantum of the arrears equaling just over half of one months rent and the fact the Landlord is amenable to accepting a payment arrangement in lieu of a standard order balances the

interests of both the Landlord to receive the arrears in a reasonable time and allows the Tenant to preserve the tenancy.

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 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.
19. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
20. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord **\$1,173.02** for arrears of rent (\$987.02) up to February 28, 2026 plus the application cost (\$186.00).
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

The Tenant shall pay this amount:	The Tenant shall pay on or before this date:
\$200.00	March 1, 2026
\$200.00	April 1, 2026
\$200.00	May 1, 2026
\$200.00	June 1, 2026
\$200.00	July 1, 2026
\$173.02	August 1, 2026

3. Commencing on March 1, 2026 and continuing for the duration of the outstanding arrears, the Tenant shall also pay to the Landlord new rent in full on or before the first business day of each month.
4. If the Tenant 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 Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing

and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after February 28, 2026.

February 25, 2026
Date Issued

Greg Brocanier
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.