



**Order under Section 78(11)
Residential Tenancies Act, 2006**

Citation: GREENWIN CORP v IBRAHIM, 2026 ONLTB 20728

Date: 2026-03-13

File Number: LTB-L-007990-26-SA

In the matter of: 103, 291 QUEENS AVENUE
OAKVILLE ON L6H7W7

Between: GREENWIN CORP Landlord

And

IHAB IBRAHIM Tenant

GREENWIN CORP (the 'Landlord') applied for an order to terminate the tenancy and evict IHAB IBRAHIM (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on November 17, 2025 with respect to application LTB-L-072482-25.

The Landlord's application was resolved by order LTB-L-007990-26, issued on February 2, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-007990-26.

This motion was heard by videoconference on March 4, 2026.

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

Tenant Duty Counsel was not present at the time the matter was called.

Determinations:

1. The Landlord filed an L1 application for rent owing by the Tenant which was resolved by way of a conditional order that was issued on November 17, 2025. The order provided that the Landlord could apply to the Board under s.78 of the *Residential Tenancies Act, 2006*, (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if they failed to make the payments specified in the order.

The Breach of the Order

1. The Landlord's L4 application states that the Tenant failed to make the required arrears payment and rent on time and in full for January 2026. For clarity, the Tenant was required to pay to the Landlord \$1,800.00 by January 15, 2026 and rent was due on the first of January 2026.
2. It was the Tenant's own evidence that he provided the Landlord with a bank draft on January 20, 2026 in the amount of \$3,643.19. He said no one was available on January 15, 2026 due to a snow storm. The Tenant also attempted to argue issues related to a locker which is not relevant to this application.
3. Based on the evidence before the Board and on a balance of probabilities, I find that the Tenant failed to meet a condition specified in the order issued by the LTB on November 17, 2025 with respect to application LTB-L-072482-25. He did not pay the rent or arrears are required for January 2026.

The Surrounding Circumstances

4. This motion is brought pursuant to subsection 78(11) of the Act. As I am satisfied that the Tenant breached the order issued on November 17, 2025, the only issue before me is whether I am "satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order".
5. The Tenant said that he did not make the January 2026 payments on times as he had been unemployed since around November 7, 2025. However, he secured full time employment on January 6, 2026 with an annual salary of \$100,000.00. He said that he paid the February rent when due but the Landlord did not deposit it until February 4, 2026. He said that his arrears payment was made on February 18, 2026 as a result of the family day weekend. He confirmed he did not pay the rent owing by March 1, 2026.
6. The Landlord opposes the Tenant's motions. The Landlord's representative said that the Tenant has had ample time to make the payments but there is a pattern of behaviour of missed payments. Since the parties entered into the agreement in November 2025, the Tenant has only made three payments and falls well short of his commitments. Even after filing the motion, the Tenant has not paid the March rent owing. The Tenant entered into the agreement knowing he had lost his job. The Landlord made good faith efforts to accommodate the Tenant. He said the Tenant had the benefit of Tenant Duty Counsel at the November 2025 hearing. The arrears at the time the L1 application was filed was around \$3,500.00 and has increased to around \$20,000.00.
7. The Tenant seeks a payment plan and says that he is able to make the payments as a result of new employment. I am mindful of the fact that the Tenant consented to the payment terms in November 2025 fully aware of his financial circumstances. He consistently does not pay the amounts required and this pattern of behaviour continued to the date of this hearing. The Tenant provided no reasonable explanation for not paying the rent owing for March 2026.
8. The Tenant knew or ought to have known he was required to make the payments as set out in the original order. It seems to me that while the Tenant may be in a better financial

position he is either unwilling or unable to adhere to a payment schedule. I am not confident that if another payment plan was put in place, the Tenant would adhere to the terms. The amount of arrears is steadily growing.

9. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-007990-26. The Tenant's motion is denied.

Lifting the Stay

10. The next issue before me is when to lift the stay of the eviction order.
11. The Tenant said that if the motion is denied, he would ask the Board not to lift the stay until April 1, 2026. He would require some time to prepare to move. I have also considered that the Tenant is in a much stronger financial position having secured the new job.
12. The Landlord asks that the stay be lifted immediately as the process to file with the Sheriff takes no less than three weeks and sometimes months. I have considered the Landlord's circumstances with this tenancy and the unlikelihood that the Tenant will make the required payments.
13. Given all of the above, and after considering all of the circumstances, I find that it would be unfair to the Landlord to further delay the termination of this tenancy. As such, the stay of order LTB-L-007990-26 is lifted immediately.
14. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The motion to set aside Order LTB-L-007990-26, issued on February 13, 2026, is denied.
2. The stay of order LTB-L-007990-26 is lifted immediately.
3. Order LTB-L-007990-26 is unchanged.

March 13, 2026
Date Issued

Dana Wren
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.