



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-106692-25

In the matter of: 1406, 294 CHANDLER DR
KITCHENER ON N2E2K1

Between: Greenwin Corp. Landlord

And

Brittany Fletcher Tenants
Kevin Fletcher

Greenwin Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Brittany Fletcher and Kevin Fletcher (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 2, 2026. The Landlord's Legal Representative, Frannie Simms, and the Tenant, Brittany Fletcher ('BF'), 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 \$2,480.17. It is due on the 1st day of each month.
4. The Tenants have paid \$23.20 since the application was filed.
5. The rent arrears owing to March 31, 2026 are \$15,028.91.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenants owe the Landlord is \$15,214.91.

Relief from Eviction / Section 83 of the Act

8. The Landlord's Legal Representative requested a standard 11-day termination order in light of the quantum arrears and the fact that the Tenants had not made any payments in several months. She submitted that the small payment that was made, was actually interest on the rent deposit that had been paid out by the Landlord in the form of a credit on the Tenants' ledger.
9. I considered whether the Landlord attempted to negotiate a repayment agreement with the Tenant pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord's Legal Representative submitted that letters were sent to the Tenants on January 9 and 22, 2026 and that a discussion was had prior to the hearing but the parties could not reach an agreement as the Tenants are seeking a payment plan that is outside the timeframe that is acceptable to the Landlord.
10. It was the evidence of BF that the Tenants live in the rental unit with their 2 children, ages 12 and 13. Prior to moving into the rental unit in August 2025, the Tenants were homeless and living in a shelter. They had a housing worker that was assisting them with finding housing and that is how they ended up renting the rental unit. BF stated that she and the other Tenant were only receiving OW at the time and knew that they could not afford the rental unit when they moved in but felt obligated to take the rental unit for fear of being removed from the wait list for housing altogether.
11. BF gave evidence with respect to how their circumstances had changed, in that, the Tenants have both been hired for full time work. She gave evidence with respect to how much they would be making per hour and their monthly expenses. BF believed that the Tenants now have sufficient income to start paying the rent and paying down the arrears.
12. BF proposed that the Tenants could make a lump sum payment to the Landlord of \$2,500.00 by March 19, 2026 and could start paying the rent in full on the 1st day of each month, commencing April 1, 2026. In addition, the Tenants could pay a total of \$1,000.00 per month toward the arrears by the last day of each month, commencing April 30, 2026, and could increase the arrears payment to \$1,300.00 per month, commencing June 30, 2026.
13. BF stated that, if their request for a payment plan is denied and they were evicted, they would have to go back to the shelter, which is out of town. As the Tenants do not have a vehicle, it would be very difficult to commute to their new jobs from the shelter and she expressed concerns regarding being able to stay employed. In addition, BF expressed concerns for her children as they are both enrolled in school and would not be able to continue there if they have to return to the shelter.

14. The evidence suggests that the Tenants are just getting back on their feet financially and I accept that eviction would significantly impact their ability to maintain their newly found employment and their children's schooling. There was no evidence to suggest that a payment plan would create financial hardship for the Landlord. Moreover, if the Tenants fail to comply with the payment plan ordered, the Landlord would have swift recourse under s. 78 or the Act.
15. Accordingly, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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 \$15,214.91 for arrears of rent up to March 31, 2026 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - i. \$2,500.00, on or before March 21, 2026;
 - ii. \$1,000.00, on or before the last day of each month, for 2 months, commencing April 30, 2026 to May 31, 2026;
 - iii. \$1,300.00, on or before the last day of each month, for 8 months, commencing June 30, 2026 to January 31, 2027; and
 - iv. \$314.91, on or before February 28, 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 April 1, 2026 to February 1, 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 March 31, 2026.

March 16, 2026
Date Issued

Rachel Gibbons
Member, Landlord and Tenant Board

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