



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

File Number: LTB-L-002374-26

In the matter of: 1508, 2240 WESTON RD
NORTH YORK ON M9N1Y8

Between: Greenwin Corp Landlord

And

DESIREE CHARLES Tenant
REGINALD MURPHY

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

This application was heard by videoconference on February 18, 2026.

The Landlord's Legal Representative, Matt Anderson, and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,612.08. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.00. This amount is calculated as follows: \$1,612.08 x 12, divided by 365 days.
5. The Tenant has paid \$2,734.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$967.24, which is being disputed.
7. The Landlord's Legal Representative provided evidence in relation to payment that was applied to the Tenant's rent, when it should have been disbursed between 3 rental units. The City of Toronto provided the Landlord with a cheque for \$2639.50, which was to be

applied to 3 separate rental units, but the Landlord applied it to the Tenant's rent amount by clerical error. Only \$654.00 was to be applied to the Tenant's rent, not the full amount.

8. The Landlord's Legal Representative provided a ledger as evidence to support the amount outstanding for rent arrears, which included all the rent payments that the Tenant has made.
9. The Tenant testified that payments made to the Landlord was not applied to their rent and directed me to the Landlord's ledger.
10. The payments the Tenant claim to have made between themselves and Ontario Works, are all reflected in the Landlord's ledger.
11. In *Mauti v. Gibbs*, 2019 ONSC 3355 (CanLII), the Divisional Court held at paragraph 27 that while the landlord bears the burden of proof in a rent arrears application, it is difficult for a landlord to prove a negative (ie: non-payment of rent). Therefore, "...while the ultimate persuasive burden never shifts, once a landlord denies receiving funds, the tenant will have an evidentiary burden or a chance to advance some evidence to positively prove that he or she paid rent".
12. Upon review of all the documentation provided from the Tenant, the Tenant did not provide any proof of payments made to the Landlord that are not accounted for in the application or the ledger. On the other hand, the Landlord's evidence regarding the amount owing was clear and concise. Therefore, I find the arrears owing to February 28, 2026, is \$967.24.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

14. The Tenant sought conditional relief from eviction in the form of satisfying the arrears within 3 months, making monthly payments on or before the last day of each month.
15. The Landlord was agreeable to this payment plan.
16. 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 Tenant shall pay to the Landlord \$1,153.24 for arrears of rent up to February 28, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) On or before the last day of each month from April 2026 to May 2026, the Tenant shall pay the Landlord \$384.41; and

- b) On or before the last day of June 2026, the Tenant shall pay the Landlord \$384.42
3. The Tenant shall pay the rent for March 2026 on or before April 10, 2026, if they have not already done so.
 4. The Tenant 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 June 1, 2026, or until the arrears are paid in full, whichever date is earliest.
 5. 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.

March 31, 2026
Date Issued

Samantha Greaves
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.