



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

File Number: LTB-L-001985-26

In the matter of: 8, 352 PATRICIA AVENUE
KITCHENER ON N2M1K1

Between: GREENWIN CORP

Landlord

And

BRIANNA BLACKWELL
KATISHA BURTWISTLE

Tenants

GREENWIN CORP (the 'Landlord') applied for an order to terminate the tenancy and evict BRIANNA BLACKWELL and KATISHA BURTWISTLE (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 16, 2026.

The Landlord's Legal Representative, Sean Beard, and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,879.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$61.78. This amount is calculated as follows: \$1,879.00 x 12, divided by 365 days.
5. The Tenants have paid \$900.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$6,634.02. The Tenants did not dispute the amount of the arrears.
7. The Landlord collected a rent deposit of \$1,879.00 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.

8. Interest on the rent deposit, in the amount of \$23.81 is owing to the Tenant for the period from September 1, 2025 to March 16, 2026.

Section 83 Considerations:

9. The Tenant Katisha Burtwistle (KB) testified that she has health issues and that she is not currently working. KB testified she has been receiving Employment Insurance and receives \$1,400.00 a month. KB further testified she receives \$1,000.00 per month from insurance due to a car accident in 2018. KB testified that due to the car accident she has constant pain, has 4 rods in her leg, and can barely move most of the time.
10. The Tenant Brianna Blackwell (BB) testified that she has 2 children that live with them, and she receives \$1,400.00 per month in child tax benefit. BB also testified that she does childcare for cash and receives about \$1,000.00 per month from this.
11. The Tenants testified that their total monthly income is approximately \$4,800.00 per month, and their total expenses are approximately \$3,600.00 per month. The Tenants proposed a payment plan where they would pay \$1,500.00 today and then pay \$443.00 per month over 12 months.
12. The Tenants testified that if the payment plan was not accepted, they would need at least 30 days to find alternative accommodations.
13. The Landlord opposed the payment plan as this is a relatively short tenancy and the Tenants made no good faith payments in February or March 2026.
14. 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. In my view, it would not be unfair to impose a payment plan as the Tenants have demonstrated they have the financial capacity to make consistent payments. However, as this is a relatively short tenancy, I find that it would be appropriate for the arrears to be repaid fully within 10 months, as the income of the Tenants demonstrates this would not cause financial hardship. As a result, it would not be unfair to deny eviction subject to a payment plan. If the Tenant does not pay the arrears back according to the plan, the Landlord can bring an application to evict him under section 78.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$6,820.02 for arrears of rent up to March 31, 2026, inclusive of the filing fee.
3. The Tenant shall pay to the Landlord the amount in paragraph 2 of this order in accordance with the following schedule:
 - a. On or before April 3, 2026, the Tenants shall pay to the Landlord \$1,500.00;

- b. Starting April 20, 2026 and ending December 20, 2026, the Tenant shall pay to the Landlord \$500.00 per month on or before the 20th day of the month;
 - c. On or before January 20, 2027, the Tenant shall pay to the Landlord the remaining balance of \$820.02.
4. Commencing April 1, 2026 and continuing until January 1, 2027, or until the arrears are paid in full, whichever date is earliest, the Tenant shall pay to the Landlord the lawful monthly rent on or before the first day of the month.
5. If the Tenant fails to comply with any of the conditions set out in paragraphs 3 and 4 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (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 March 31, 2026. The Landlord must make the application within 30 days of the breach of a condition. This application is made to the LTB without notice to the Tenant.

April 1, 2026
Date Issued

Allana McComb
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.