



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

**File Number:** LTB-L-012587-26-SA

**In the matter of:** 303, 21 DALEGROVE DR  
KITCHENER ON N2M5B2

**Between:** Greenwin Corp. Landlord

**And**

Christopher Rawlings Tenant

Greenwin Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Rawlings (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 January 26, 2026 with respect to application LTB-L-096271-25.

The Landlord's application was resolved by order LTB-L-012587-26, issued on February 23, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-012587-26.

This motion was heard by videoconference on March 25, 2026.

The Landlord's Legal Representative, K. Govereh, and the Tenant attended the hearing.

**Determinations:**

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on January 26, 2026 with respect to application LTB-L-096271-25. There was no dispute that the Tenant did not pay \$3,800.00 to the Landlord on or before January 31, 2026.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-012587-26.
3. The Tenant stated that he made the payment arrangements based on what he thought would happen. However, he stated that after the last hearing on December 2, 2025, his

vehicle required an unexpected repair and then his car was written off in January 2026. He realized right away he would not be able to meet the condition in the order so he reached out the Region of Waterloo and Starling for some funding assistance. He believed that both these sources paid moneys to the Landlord on his behalf. He also stated that he has been offered the insurance settlement on his vehicle and can pay the outstanding balance of rent arrears today.

4. The Tenant has resided in the rental unit since 1998, and has two cats. He was working for Canada Post and lost his job during the two year strike. He stated that his EI recently ran out. He also stated that he has a meeting with the National Grievance Office scheduled for the end of this month and he is hopeful that he will get his job back. He further stated that his monthly rent is manageable at \$1,061.00 as anywhere else would be extremely higher. However, if he were to get his job back he would be in a better position to find another unit and move.
5. The Landlord's Legal Representative requested that the motion be denied and the stay lifted immediately. She submitted that the Landlord commenced this process in March 2025 to collect the rent, one year ago. She also submitted that the Tenant has breached the repayment plan, and has not demonstrated that he can pay the rent on time going forward with April 2026 rent due less than a week from now. She further submitted that this tenancy is non-viable given the Tenant's statement of no current income and the exhaustion of funding resources.
6. The matter was held down to allow the Tenant an opportunity to pay the full amount agreed owing of \$2,122.86 to the Landlord as asserted. When this matter returned, the Tenant provided proof of a bank draft in the correct amount payable to the Landlord dated today. The Landlord's Legal Representative confirmed that this payment was received by the onsite Landlord staff member.
7. Having regard to all the circumstances, I find that it would not be unfair to set aside the order. This is a long term tenancy, over 25 years, the Tenant is in the process of regaining employment, and has paid all the rent arrears and costs owing to the Landlord to March 31, 2026. An eviction is a last resort. In this case, the rent arrears are paid in full, it would be unfair to allow the eviction to proceed.

**It is ordered that:**

1. The motion to set aside Order LTB-L-012587-26, issued on February 23, 2026, is granted.
2. Order LTB-L-012587-26, issued on February 23, 2026, is set aside and cannot be enforced.
3. The previous order issued on January 26, 2026 with respect to LTB-L-096271-25 is satisfied.

**April 2, 2026**  
**Date Issued**

---

Lisa Del Vecchio  
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.