



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

File Number: LTB-L-010697-26

In the matter of: 0104, 545 BELMONT AVE W
KITCHENER ON N2M5G7

Between: Greenwin Corp. Landlord

And

Jacob Stadnyk Tenant

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

This application was heard by videoconference on April 15, 2026.

The Landlord's legal representative Jinal Patel 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). The Tenant 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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,815.23. It is due on the 1st day of each month.
4. The rent arrears owing to April 30, 2026 are \$8,058.97.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenant owes the Landlord is \$8,244.97.
7. The Landlord's legal representative submitted that while the Landlord and the Tenant discussed a possible repayment plan, the Landlord was not accepting of a plan that was longer than 6 months in duration. The Tenant's non-payment of rent impacting the Landlord's ability to maintain the property.

8. The Tenant submitted that they would like consideration of a payment plan whereby they would pay \$800.00 for a 7-month period with the remaining balance of \$2,644.97 payable in full in the eighth month.
9. The Tenant submits that he was out of work for a period of time, is now back at work and that his credit card had been hacked by a scam and was maxed out. He resides in the rental unit with his girlfriend Jessica who is currently unemployed and is in the process of applying for Ontario Works (OW) and Ontario Disability Support Program (ODSP) benefits.
10. The Tenant testified that he has an after-tax income of \$4,000.00 per month, and the household approximate reoccurring monthly expenses are \$1,860.00. While wanting to move out of the rental unit at the end of the current lease, wishes to preserve the tenancy and is willing to take on extra overtime shifts at work.
11. On review of the Tenants income and expenses, the Tenant, if budgeting accordingly, taking on extra overtime shifts at work will have enough financial means to support a repayment plan. If his girlfriend is approved for ODSP or OW benefits, any extra money can support a possible repayment of arrears sooner.
12. The Landlord seeks a standard order for eviction and payment of rent arrears.

Relief from eviction

13. 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.
14. I believe that a section 78 clause would strike a fair balance for both parties. It will allow the Tenant an opportunity to preserve the tenancy and restore it to good standing by complying with a payment plan, while giving the Landlord the right to re-apply for eviction without further notice to the Tenant, based on the Tenant's breach or failure to pay on time or in full in accordance with the payment plan.
15. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,244.97 for arrears of rent up to April 30, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$800.00 payable on or before May 15, 2026;

- \$800.00 payable on or before June 15, 2026;
 - \$800.00 payable on or before July 15, 2026;
 - \$800.00 payable on or before August 15, 2026;
 - \$800.00 payable on or before September 15, 2026;
 - \$800.00 payable on or before October 15, 2026;
 - \$800.00 payable on or before November 15, 2026; and
 - \$2,644.97.00 payable on or before December 15, 2026.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 2026 to December 2026, or until the arrears are paid in full, whichever date is earliest.
4. 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 April 30, 2026.

April 23, 2026
Date Issued

Alicia Johnson
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.