



Order under Section 69 Residential Tenancies Act, 2006

Citation: GREENWIN CORP v KHAN, 2026 ONLTB 36281

Date: 2026-05-08

File Number: LTB-L-014270-26

In the matter of: 201, 2200 ROCHE CRT
MISSISSAUGA ON L5K3Z6

Between: GREENWIN CORP

Landlord

And

IMRAN AHMED KHAN
FARAH KHAN

Tenants

GREENWIN CORP (the 'Landlord') applied for an order to terminate the tenancy and evict IMRAN AHMED KHAN and FARAH KHAN (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 30, 2026. The Landlord's Representative, Sean Beard, and the first-named Tenant attended the hearing.

Determinations:

1. The Landlord did not prove, on a balance of probabilities, that the Tenants are in rental arrears. Therefore, the Landlord's application is dismissed.

Background

2. The Tenants state that in July 2024, the Landlord's agents wrongfully disposed of the Tenants' belongings which were stored in their storage locker (the 'issue') because of a clerical error made by the Landlord. The Tenant submitted into evidence several e-mail exchanges. On July 5, 2024, the Tenant wrote Jonathan Scheifele ('JS'), who was the Manager of Residential Operations for Greenwin (Doc-7841442). The e-mail states that due to a clerical error, the Tenants storage locker had been improperly "cleaned out." The Tenants estimate their lost belongings totalled \$4,050.00.

3. On August 6 and 24, 2024, the Tenants followed up with JS (Doc-7841455). On August 20, 2024, JS responds:
4. The Tenants says they relied on this e-mail which they believe approved their claim for the lost belongings (the 'claim'). The Tenant also says he had a verbal conversation with JS in early September 2024, who told him that JS had approved the rent adjustment.
5. On September 3, 2024, the Tenants indicate they have made a partial payment of their rent, deducting the \$1,000.00, per JS's e-mail of August 20, 2024 (Doc-7841481). JS responds on September 4, 2024:
6. The Tenants submitted another e-mail dated September 19, 2025, which states the Tenants are still awaiting a resolution concerning this issue.

8. The Landlord contests the Tenants' claims for the following reasons:

- the Landlord's Representative says he was not served with proper notice, pursuant to s. 82 of the *Residential Tenancies Act* ('the Act') and that even if the Landlord was served with the evidence, there was no clear statement of what the Tenants were alleging;
- the Tenants were never provided with written approval of their claim, and the Tenants' issue is statute-barred,
- the Landlord was not responsible for the improper disposal of the Tenants' belongings.

Notice per s. 82

9. The Tenant says the Landlord was sent a copy of his evidence about one week before to the hearing to the Landlord, and he had explained to them he planned to dispute the rental arrears at the hearing.
10. Section 82(1) of the Act states refers to a tenant's ability to bring their own application at a hearing for rental arrears. It also includes strict guidelines that Tenants must provide proper notice pursuant to s.82(2) of the Act.
11. For the following reasons, I find that the Tenants' evidence is admissible.
12. First, I do not find that the Tenants raise this issue pursuant to s.82. Rather, I find they raise this as a defence to the arrears claimed by the Landlord. There is an important distinction to be made here, because where a tenant raises their own claim, this claim must be made pursuant to s.82(1) and the tenant must adhere to the rules of service as found under ss. 82(2).
13. However, the claim for rental arrears is based on the Landlord's application. It is the landlord who bears the onus of proof on a balance of probabilities that the tenant owes the rental arrears claimed. The Tenants here are raising a defence to the Landlord's claim. By insisting the Tenants did not adhere to the service requirements found in ss.82(2), this has the effect of reversing the Landlord's onus to prove their case.
14. Regardless, I accept the Tenant's oral testimony that he told the Landlord he intended to raise the incident to dispute the rental areas claimed by the Landlord and served evidence to support this intention to the Landlord in advance of the hearing.
15. Further, the Landlord's Representative argued that materials may have been served, but there was no clear statement which identified precisely what the Tenants' allegations are. The Tenants had uploaded to Tribunals Ontario Portal (the 'portal') a statement which clearly expressed their claim, but this exact document was never provided to the Landlord in advance of the hearing (Doc-7841269). The Landlord's Representative argues that it should not be up to the Landlord to wade through voluminous materials to determine what was relevant to the Tenants' claim.
16. Although I agree with the Landlord Representative's submissions that a landlord cannot be expected to sift through multiple documents to ascertain what a tenant is claiming, I am not of the view that this is the situation before me.

17. The Tenant states that this was not the first time the matter had come before the Board. The Landlord had previously filed an L1 application (LTB-L-092655-24) alleging rental arrears arising from the same period as those claimed on the application before me. On or about April 16, 2025, the Tenant spoke to the Landlord's agents telling them that he was given assurances by JS that he was promised a rent adjustment. After this discussion, the Landlord withdrew the application.
18. The Landlord's Representative objected to the Board reviewing the L1 application which had been withdrawn (LTB-L-092655-24). As such, I can only consider the oral testimony before me. The Landlord's Representative had no first-hand knowledge of what transpired in April 2025. Therefore, I find the best evidence is that of the Tenant.
19. I find that the Landlord knew, or ought to have known, that the Tenants planned to raise the incident as their defence to dispute the arrears claimed in the Landlord's application. The Tenant's evidence, which I accept, is that the Tenants sent multiple e-mails to the Landlord which recounted the Tenants' understanding of the events which transpired since July 2024.
20. Even if there were multiple e-mails, there was only one discrete issue raised; that is, that the Tenants believed they had been promised a rent adjustment because their belongings were disposed of through no fault of their own. Given that the Tenants had been disputing this for almost two years, and the Landlord had previously withdrawn an application for the exact same reason, it does not accord that the Landlord did not know that the Tenants would be raising this at the hearing.
21. Further, the Tenant's oral testimony is that almost every month since the incident took place, he has gone to speak to the "local office manager" who works in the building. At first, this person was "Shewana Ketrick". However, this individual went on maternity leave and another individual named "Herra" took over. The Tenant says when he has spoken to them on multiple occasions and they have reassured him not to worry about it, and they will follow up with the building management.
22. Given all of the circumstances, I am of the view that the Landlord knew, or ought to have known, that the Tenants would be raising this as a defence to the arrears claimed by the Landlord. I am also satisfied, based on the submissions before me, that the Tenants submitted evidence to the Landlord in advance of the hearing as required by the Board's Rules.

Tenants' Claim Not Approved & Statute Barred

23. The Landlord also allege the Tenants were never actually given formal written approval by their Landlord that they would be credited for their lost belongings. Further, the Landlord submits that the Tenants should have brought their application within 1 year of when the incident took place, and because they failed to do so, they are statute barred from doing so now.

25. When considering whether the Tenants could reasonably expect to rely on the assurances from the Landlord that they would be credited for their lost belongings, I considered the Tenant's uncontested evidence that JS told him he (JS) had approved the rent adjustment. I also considered the two e-mails, dated August 20, 2024, and September 4, 2024, from JS.
26. The best evidence before me is JS's e-mail of August 20, 2024, which states: "I have submitted a request for rent adjustments....". The e-mail then goes on to show the \$4,050.00 claimed for the lost belongings would be split into three equal instalments beginning September 1, 2024, with the fourth installment of \$1,050.00, to be applied December 1, 2024. In my view, this statement suggests that the request has been approved, and I find a reasonable person would infer that. I find that the Tenants did have a reasonable expectation to rely on those e-mails as approval for the rent adjustment totalling \$4,050.00.
27. The Landlord's representative submits that the e-mail says "request" which does not equate to the Landlord having approved return of the \$4,050.00. The word request is just that, a request.
28. There are some problems with this argument. First, in my view, the word "request" in this context is referring to the request to have the four transactions applied to the Tenants' rent ledger in the four installments, and not to making a request for the building management to approve the request. There is no qualifying language in the e-mail such as "subject to approval" or "subject to authorization" or any other reference which would lead a reader to believe that the matter was undecided.
29. Further, the individual writing this e-mail was the Manager of Resident Operations, so I find it is reasonable for the Tenants to expect that he would not have written this e-mail if he did not possess sufficient authority to approve the adjustment. He was in a position of authority, not just the local resident manager. Lastly, the Tenant's evidence was that JS had told him that he (JS) had approved the adjustment.
30. Therefore, I find this amount was promised as a credit to the Tenants' rent ledger.
31. The Landlord also submits that the Tenants should be statute barred from making this claim because the incident happened in July 2024, and this is beyond the limitation period of one-year.
32. As stated earlier, there is a distinction to be made between the Tenants making a claim pursuant to s.82 of the Act, and the Landlord withholding a promised rent adjustment. I say this because the incident is not being raised as a claim under s.82 of the Act, rather it is being raised as a defence that the Tenants do not owe the Landlord the arrears the Landlord alleges, and for which the Landlord bears the onus of proving on a balance of probabilities.
33. The Tenant says he believed the representations made by the Landlord's agents including Jonathan, Shewana and later, Herra, that this would all be worked out and he should not be worried about it. Given these representations, I find this was a reasonably held belief, particularly when you consider the Landlord withdrew their L1 application in approximately April 2025 for precisely the same reason.

34. Given all of the above, I do not find that the Landlord proved, on a balance of probabilities, that the Tenants are in rental arrears for the period between October 2024 and February 2026.

Landlord Not Responsible

35. Finally, the Landlord raises disputes they were responsible for the loss of the Tenants' belongings.

36. However, I find no basis for this submission. No evidence was adduced by the Landlord to dispute the Tenants' claim. Rather, the Tenants' documentary and oral testimony demonstrated that the Landlord had made a clerical error which led to the improper disposal of the Tenants' belongings. I further find that the Landlord is responsible for the actions of their agents. The Act is replete with examples where a Landlord may be held accountable for the actions of their agents (See, for example, s.29; s.31).

37. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The Landlord's application is dismissed.

May 8, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

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