



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

File Number: LTB-L-028230-26

In the matter of: 909, 1980 FOWLER DRIVE
MISSISSAUGA ON L5K1B6

Between: GREENWIN CORP Landlord

And

ZOILA DAVILA ROJAS Tenant

GREENWIN CORP (the 'Landlord') applied for an order to terminate the tenancy and evict ZOILA DAVILA ROJAS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

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

The Landlord's Legal Representative, Sean Beard, 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 \$1,312.46. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$43.15. This amount is calculated as follows: \$1,312.46 x 12, divided by 365 days.
5. The Tenant has paid \$4,070.41 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$1,045.03. The Tenant did not dispute the amount of the rent arrears.
7. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction:

9. 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.
10. The Tenant proposed a payment plan under which she would pay \$100.00 per month toward the arrears on the second day of each month, beginning July 2, 2026, until the arrears are paid in full. Based on the Tenant's proposal, the arrears would be paid in full by June 2027.
11. The Tenant testified that she is 71 years old, lives alone, and receives a limited income consisting primarily of Canada Pension Plan benefits. Her monthly income is approximately \$1,700.00. She testified that she has resided in the rental unit for approximately 12 years. The Tenant also stated that, after the application was filed, she made efforts to reduce the arrears by making payments before the hearing. She testified that she has no family or financial support, suffers from health issues, and would experience significant hardship if she lost her housing.
12. The Landlord's Legal Representative opposed the proposed payment plan and submitted that this is not the first L1 application filed during the tenancy. He submitted that previous applications were withdrawn or discontinued because the Tenant paid the arrears before the hearing, but that the Tenant subsequently fell back into arrears. The Landlord therefore seeks termination of the tenancy.
13. Based on the evidence and submissions before me, I am satisfied that the Tenant can reasonably comply with the proposed payment plan. The Tenant has substantially reduced the arrears since the application was filed and demonstrated a genuine effort to address the outstanding balance. The Landlord's Legal Representative also confirmed that, although previous L1 applications were filed, the Tenant had paid the arrears before those matters proceeded to a hearing. This is the first occasion on which the Tenant has sought relief through a payment plan.
14. Having considered the Tenant's age, limited income, health concerns, lengthy tenancy, efforts to reduce the arrears, and the relatively modest balance outstanding, I find that granting relief from eviction is appropriate. In all of the circumstances, I am satisfied that the proposed payment plan appropriately balances the interests of both parties, and I will grant relief from eviction on the terms proposed by the Tenant.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,251.03 for arrears of rent up to June 30, 2026, and unpaid NSF charges and costs.

2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date payment is due	Payment amount
July 2, 2026	\$100.00 (arrears & cost)
August 2, 2026	\$100.00 (arrears)
September 2, 2026	\$100.00 (arrears)
October 2, 2026	\$100.00 (arrears)
November 2, 2026	\$100.00 (arrears)
December 2, 2026	\$100.00 (arrears)
January 2, 2027	\$100.00 (arrears)
February 2, 2027	\$100.00 (arrears)
March 2, 2027	\$100.00 (arrears)
April 2, 2027	\$100.00 (arrears)
May 2, 2027	\$100.00 (arrears)
June 2, 2027	\$151.03 (arrears)

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 July 1, 2026, to June 1, 2027, 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 June 30, 2026.

June 19, 2026
Date Issued

 Joy Xiao
 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.