



Order under Section 69 Residential Tenancies Act, 2006

Citation: Greenwin Corp. v Castello, 2026 ONLTB 50557

Date: 2026-06-26

File Number: LTB-L-029580-26

In the matter of: 903, 150 MARKET ST
HAMILTON ON L8R3H6

Between: Greenwin Corp.

Landlord

And

Nelika Castello

Tenant

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

This application was heard by videoconference on June 11, 2026.

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

The Tenant testified that they made a \$1,600.00 payment to the Landlord on June 10 2026, the day prior to the hearing. As the Landlord's Legal Representative was not able to confirm that this payment had been received and cleared the Landlord's bank at the time of the hearing, this amount has not been included in the calculations of payments made or amounts owing below. If this payment is received by the Landlord and clears their bank, this amount will constitute the payment due on June 30, 2026 pursuant to the payment plan ordered below.

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 \$1,526.13. It is due on the 1st day of each month.

4. The Tenant has paid \$1,652.39 to the Landlord since the application was filed.
5. The rent arrears owing to June 30, 2026 are \$3,452.13.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$3,638.13.
8. The Landlord sought termination of the tenancy on an extended basis to July 15, 2026, as after reviewing the evidence of the Tenant they did not believe the tenancy as viable. The Landlord submits that the tenancy is not long-standing and the Tenant has not made progress on the rent arrears since the application was filed.
9. The Tenant requested a payment plan under which they pay \$100.00 per month towards arrears as well as the new rent for July and August, 2026 and then pay an increased monthly amount up to \$200.00 per month until the arrears are paid in full. The reason for this request is that while the Tenant is working now part-time, they have recently been accepted to a union that will allow them to apply for full-time opportunities as a cook that will pay more than their current employment. Substantiating documentation in regard to this was provided to the Board. The Tenant testified they can now pay the ongoing rent and \$100.00 per month on their current income until their employment situation improves.
10. 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.
11. After reviewing the evidence, I am satisfied that the Tenant essentially has approximately \$100.00 per month above their usual expenses given their current income, and that there is a reasonable chance that their income will increase. The arrears are not substantial, and I find this tenancy appears to be viable. Given this, I find that granting relief in the form of a payment plan is appropriate in the circumstances.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,638.13 for arrears of rent up to June 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:
 - a. on or before June 30, 2026, the Tenant shall pay to the Landlord \$1,600.00;
 - b. on or before July 1, 2026, the Tenant shall pay to the Landlord \$100.00;

- c. on or before August 1, 2026, the Tenant shall pay to the Landlord \$100.00;
 - d. commencing on September 1, 2026 to and including May 1, 2027, the Tenant shall pay to the Landlord \$183.82 on or before the 1st day of each month; and
 - e. on or before June 1, 2027, the Tenant shall pay to the Landlord \$183.75.
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 of 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 26, 2026
Date Issued

Benjamin Seigel
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.