



Order under Section 69 Residential Tenancies Act, 2006

Citation: Huynh v Aindow, 2026 ONLTB 9295

Date: 2026-01-27

File Number: LTB-L-081263-25-RV

In the matter of: 4977 JOHN STREET
BEAMSVILLE ON L0R1B6

Between: Hong D Huynh Landlord

And

Kyle Aindow Tenant

REVIEW ORDER

Hong D Huynh (the 'Landlord') applied for an order to terminate the tenancy and evict Kyle Aindow (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-081263-25 issued on December 16, 2025.

On December 23, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 24, 2025 interim order LTB-L-081263-25-RV-IN was issued, staying the order issued on December 16, 2025.

This request for review was heard by videoconference on January 22, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Review Request

1. On the basis of the submissions made in the request, I am satisfied that that the Tenant was not reasonably able to participate in the proceeding.
2. The Tenant states in the request for review that although he received the Notice of Hearing for the December 11, 2025 hearing, he was unable to attend because he had a long-standing medical appointment scheduled for the same day. In his testimony, the Tenant explained that he submitted a request to the Board on December 4, 2025 to have the hearing rescheduled, but the request was never addressed. He acknowledged that he did not inform

the Landlord about the scheduling conflict or his medical appointment, but believed the Board would consider his rescheduling request at the hearing and that this would account for his absence.

3. The Tenant submitted a letter from his family doctor as evidence [DOC-7171184]. In the letter, Dr. Sian Wong confirms that the Tenant had a medical appointment on December 11, 2025, and emphasizes that the Tenant's attendance was required. The doctor further noted that missing the appointment would delay the Tenant's necessary medical care.
4. The Landlord opposed the request for review and testified that this is not the first time the Tenant has sought a review. He explained that he and the Tenant have appeared before the Board on previous applications, and on each occasion the Tenant has filed a review request claiming he was not reasonably able to participate. While the Landlord did not dispute that the Tenant had a specialist appointment, he argued that the Tenant failed to exercise due diligence by not informing him of the conflict or arranging for someone to attend the hearing on his behalf to request an adjournment.
5. The LTB's power to review a decision may be exercised if a party to a proceeding was not reasonably able to participate in the proceeding. The case law from the Divisional Court generally instructs that the meaning of the phrase "not reasonably able to participate" should be interpreted broadly to ensure natural justice and, where a party shows that they genuinely intended to participate in a hearing but was prevented from so doing, then they should be entitled to a hearing through the review process. However, this genuine intent to participate must be borne out by the evidence, such as actions and conduct by the party, which clearly demonstrate the party's intent to participate in the hearing.
6. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708 (ON SCDC), the Courts found, at paragraph 7,

Being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less. The tenant has never delayed in pursuing her remedies.
7. Based on the review request and the evidence of the Tenant, I find that the Tenant was not reasonably able to participate in the hearing held on December 11, 2025. The Tenant took steps to reschedule the hearing and provided a letter from their doctor to support the request however, this request was not addressed by the Board. The Tenant suffers with several health issues and these issues have hindered his understanding of the LTB's processes and procedures. I find it unlikely that the Tenant would knowingly or intentionally fail to participate at the hearing particularly where they know their tenancy was in jeopardy.
8. The Tenant's request for review is granted and as a result, the order issued on December 16, 2025 is cancelled and the Landlord's application was reheard.

L1 Application

9. 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.

10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The lawful rent is \$2,045.90. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$67.26. This amount is calculated as follows: \$2,045.90 x 12, divided by 365 days.
13. The Tenant has not made any payments since the application was filed.
14. The rent arrears owing to January 31, 2026 are \$10,229.50.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$1,900.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
17. Interest on the rent deposit, in the amount of \$191.32 is owing to the Tenant for the period from May 30, 2021 to January 22, 2026.
18. The Tenant did not dispute the amount of rent arrears owing to the Landlord.

Relief from eviction

19. The Landlord requested a standard 11-day eviction order, emphasizing the rent arrears are substantial and that a payment plan would be prejudicial to their interests. The Landlord maintains that the tenancy is no longer viable however, they stated they are willing to postpone the termination of the tenancy to February 28, 2026 to provide the Tenant with additional time to either void the order or to secure alternative housing.
20. The Tenant testified that he has lived in the rental unit since June 2021 and does not have the physical or financial ability to relocate. He explained that he is no longer employed and is receiving full-time disability benefits due to his health conditions, with a monthly income of \$1,300.00. The Tenant stated that if his tenancy were terminated, he would require 60 days to secure alternative housing.
21. I have considered all of the relevant circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the "Act"), and find that it would not be unfair to delay the eviction until February 28, 2026, pursuant to subsection 83(1)(b) of the Act. The Tenant's arrears are significant, and he has been fully aware of the amount owing to the Landlord. Despite this, the Tenant has not made any payments since August 2025, and based on his testimony, his monthly income is insufficient to cover the rent. In these circumstances, I find that the tenancy is no longer sustainable however, the Tenant will be granted additional time to void the order or secure alternate accommodation.

It is ordered that:

1. The request to review order LTB-L-081263-25, issued on December 16, 2025, is granted.
2. The interim order issued on December 24, 2025 is cancelled.

3. Order LTB-L-081263-25, issued on December 16, 2025, is cancelled and replaced with this order.
4. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
5. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$10,415.50 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,461.40 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
6. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 7. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 28, 2026.**
 8. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,758.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 9. The Tenant shall also pay the Landlord compensation of \$67.26 per day for the use of the unit starting January 23, 2026 until the date the Tenant moves out of the unit.
 10. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
 11. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 12. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 1, 2026.

January 27, 2026
Date Issued

Susan Priest
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To January 31, 2026	\$10,229.50
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,415.50

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$12,275.40
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,461.40

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$9,663.32
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,900.00
Less the amount of the interest on the last month's rent deposit	- \$191.32
Total amount owing to the Landlord	\$7,758.00
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$67.26 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	