



Order under Section 78(11) Residential Tenancies Act, 2006

Citation: Bui v Windross, 2026 ONLTB 26033

Date: 2026-04-01

File Number: LTB-L-005866-26-SA

In the matter of: Unit 4, 101 ROBERT ST W
PENETANGUISHENE ON L9M1P3

Between: Hoang Bui
Tuyen Nguyen
Landlords

And

Jack Windross
Tenant

Hoang Bui and Tuyen Nguyen (the 'Landlords') applied for an order to terminate the tenancy and evict Jack Windross (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on December 2, 2025 with respect to application LTB-L-057994-25-RV.

The Landlords' application was resolved by order LTB-L-005866-26, issued on January 30, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-005866-26.

This motion was heard by videoconference on March 19, 2026.

The Landlords, the Tenant and the Tenant's representative, Holly Chu, attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant admitted that he did not pay rent that was due on January 1, 2026 nor did he pay the \$1,500.00 arrears payment that was due on January 15, 2026.
2. As such, I was satisfied that the Tenant failed to meet a condition specified in the order issued by the LTB on December 2, 2025 with respect to application LTB-L-057994-25-RV.

The surrounding circumstances

3. For the following reasons, I find that it would not be unfair to set aside order LTB-L-005866-26.
4. With respect to rent, it is undisputed that the Tenant paid rent late for January 2026 (i.e. on January 7 instead of January 1, 2026). The Tenant stated that he pays his rent in cash and the delay in paying rent for January 2026 was partially due to the fact that the bank closed early on December 31, 2025 and was not open on January 1, 2026. Although the Landlord did not offer to come to the unit to pick up his rent after January 1, 2026, the Tenant admitted that he could have paid his rent to the property manager. It is undisputed that the Tenant paid his rent on time for February and March 2026.
5. With respect to arrears, it is undisputed that the Tenant did not pay the full amount of the arrears payment, being \$1,500.00, that was due on January 15, 2026. The Tenant explained that he was unable to pay that amount because he could not obtain housing assistance. He has since re-applied and intends to pay any amount he receives to the Landlord to be applied to the rent arrears. He proposed a new payment plan, namely that he would pay \$500.00 on the first day of each month, instead of \$100.00 as ordered. This would be in addition to his rent and would start on April 1, 2026.
6. The Tenant testified that since the review hearing, he has made the following payments to the Landlord for rent and arrears:
 - December 2, 2025: \$1,400.00 (cash)
 - January 7, 2026: \$1,100.00 (e-transfer through his daughter)
 - February 1, 2026: \$1,384.55 (e-transfer through his daughter)
 - March 1, 2026: \$1,400.00(e-transfer through his daughter)
7. The Tenant produced the following documents as confirmation of payments he has paid to the Landlord since the review hearing on November 24, 2025 [Doc 005866]:
 - Photograph of envelope containing \$1,400.00 cash on December 1, 2025
 - \$1,384.55 e-transfer confirmation on February 1, 2026
 - \$1,400.00 e-transfer confirmation on March 1, 2026
8. Although I initially stated that the December 1, 2025 cash payment would have been included in the Board's order, I have reconsidered that position because I note that the review hearing took place on November 24, 2025. The December 2, 2025 order found that the Tenant owed the Landlord \$4,906.95 for arrears of rent up to November 30, 2025 and costs, which means that any payment made by the Tenant to the Landlord after November 30, 2025 should be accounted for in this order.
9. The evidence confirms that the total amount paid by the Tenant to the Landlord after November 30, 2025 was \$5,284.55. That amount is comprised as follows:

December 2025 rent: \$866.36
January 2026 rent: \$866.36

February 2026 rent: \$884.55

March 2026 rent: \$884.55

Total rent paid: \$3,501.82

Arrears: \$1,782.73 (i.e. \$5,284.55 - \$3,501.82)

10. The Landlords opposed a new payment plan, stating that it would be unfair to set aside the eviction order because they have a mortgage to pay and the rent arrears affect them financially. The Tenant has a history of non-compliance (i.e. non-payment and late payment of rent). This is the third hearing before the Board (i.e. initial hearing on September 11, 2025 which Tenant did not attend, review hearing on November 24, 2025 granting continuation of the tenancy with certain payment conditions place on the Tenant and now this hearing) and the Landlords do not want to return to the Board a fourth time.

Analysis

11. While Board orders are not to be taken lightly, this is the first breach of the Board's order placing payment conditions on the Tenant and I accept that bank closures were a factor in the breach. It is undisputed that the Tenant does not use email, does not have a computer and is not tech savvy and I accept that this played a role in the Tenant being unable to secure housing assistance to allow him to pay the arrears payment of \$1,500.00 on January 15, 2026. It is undisputed that the Tenant has continued to pay down the arrears and since the breach rent has been paid in full and on time.
12. The Tenant's representative submitted that the Tenant will be able to adhere to the more aggressive repayment plan the Tenant proposed. That payment plan, in my view, benefits the Landlords because it means that the rent arrears will be paid even quicker than previously ordered.
13. Lastly, while the Landlord stated that the rent arrears affect them financially, they did not explain, either through their testimony or through documentary evidence, what the financial difficulties were (i.e. unable to pay their mortgage or had to borrow money to meet their expenses). As such, I give the Landlord's testimony limited weight.
14. In light of the above, the Tenant's motion to set aside order LTB-L-005866 issued on January 30, 2026 is granted.

It is ordered that:

1. The motion to set aside Order LTB-L-005866-26, issued on January 30, 2026, is granted.
2. Order LTB-L-005866-26, issued on January 30, 2026, is set aside and cannot be enforced.
3. The previous order issued on December 2, 2025 with respect to LTB-L-057994-25-RV is amended as follows:
 2. The Tenant shall pay the Landlords \$4,906.95 for arrears of rent up to November 30, 2025 and costs.

3. The Tenant shall pay to the Landlords the amount set out in paragraph 2 in accordance with the following schedule:
 - \$1,782.73 on or before March 1, 2026
 - \$500.00 on or before the first day of each month, commencing on April 1, 2026, up to and including September 1, 2026
 - \$124.22 on or before October 1, 2026
4. The Tenant shall also pay the Landlords new rent on time and in full as it comes due and owing on the first day of each month for the period January 1, 2026 to December 1, 2026, regardless of whether the arrears are paid in full.
5. 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 Landlords pursuant to paragraph 5 of this order shall become immediately due and owing and the Landlords 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 the Tenant pay any new arrears, NSF fees and related charges that became due after November 30, 2025.

April 1, 2026
Date Issued

Karen Gonçalves
Member, Landlords 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.