



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

Citation: Chen v Soucie, 2026 ONLTB 43271

Date: 2026-06-01

File Number: LTB-L-005762-26-SA

In the matter of: Room E, 219 ABRAHAM ST
CAMBRIDGE ON N3H1H4

Between: William Chen Landlord

And

Andrew Soucie Tenant

William Chen (the 'Landlord') applied for an order to terminate the tenancy and evict Andrew Soucie (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 July 25, 2025 with respect to application LTB-L-036049-25.

The Landlord's application was resolved by order LTB-L-005762-26, issued on January 26, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-005762-26.

This motion was heard by videoconference on March 2, 2026.

The Landlord, the Landlord's Legal Representative Barrett M. Beaudoin and the Tenant attended the hearing. The Tenant met with Tenant Duty Counsel prior to the hearing.

Determinations:

1. The Tenant acknowledged that he failed to meet a condition specified in the order issued by the LTB on July 25, 2025, with respect to application LTB-L-036049-25, wherein he did not pay rent or make any arrears payments for the months of November, December and January.
2. The Tenant testified that he has not been making full payments but has been making some payments. The Tenant testified that when work was slow, he had advised the Landlord of same. The Tenant testified that he would like to continue the same payment plan that had been agreed to in July of 2025, offering to pay \$286.00 per month in addition to the regular monthly rent for a period of 35 months.

3. The Landlord meanwhile testified that due to the lack of payments from the Tenant, he has had to move money around in order to pay his own bills.
4. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-005762-26. The Tenant's proposed payment plan was not adhered to when it was initially agreed to in July of 2025. The Tenant's proposed payment would be prejudicial to the Landlord who agreed to the same plan last year however, the arrears have accumulated to a point where a payment plan would now take three years to complete, instead of the original two years that had been agreed to. I find this to be unreasonable.
5. As such, I am not satisfied that the Tenant has a sufficient income to support paying the rent and arrears for this unit and the Tenant's motion to set aside is denied.
6. Considering the date of this order, the stay of order LTB-L-005762-26 is lifted on June 30, 2026, to allow the Tenant to vacate the unit.

It is ordered that:

1. The motion to set aside Order LTB-L-005762-26, issued on January 26, 2026, is denied.
2. The stay of order LTB-L-005762-26 is lifted on June 30, 2026.
3. Order LTB-L-005762-26 is unchanged.

June 1, 2026
Date Issued

Jagger Benham
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.