



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-083766-25-SA-RV

In the matter of: 78 KENTLEDGE AVE
HOLLAND LANDING ON L9N0V9

Between: Li Song Landlord

And

Laurent, Romuald Tetang Kouo (a.k.a Laurent Romuald Tetang Kouo) Tenant
Demirette, Flore Tonla Samo (a.k.a Demirette Flore Tonla Samo)

Review Order

Li Song (the 'Landlord') applied for an order to terminate the tenancy and evict Laurent, Romuald Tetang Kouo (a.k.a Laurent Romuald Tetang Kouo) and Demirette, Flore Tonla Samo (a.k.a Demirette Flore Tonla Samo) (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant failed to meet a condition specified in the order issued by the Board on October 2, 2025 with respect to application LTB-L-053164-25.

This application was resolved by order LTB-L-083766-25 issued on October 14, 2025 and amended on October 21, 2025. This order was issued without a hearing being held.

On December 2, 2025 the Tenants filed a motion to set aside order LTB-L-083766-25 with a request to extend time to file the motion which was granted by the LTB and sent to a hearing for consideration.

The motion was heard on January 2, 2026 and the Tenants did not attend the motion hearing. As a result, order LTB-L-083766-25-SA was issued on January 7, 2026 which denied the motion and lifted the stay of the order issued on October 14, 2025.

On January 11, 2026, the Tenant requested a review of the order, and that the order be stayed until the request to review the order is resolved.

On February 5, 2026 interim order LTB-L-083766-25-RV-IN was issued, staying the order issued on January 7, 2026 and ordering that the Landlord preserve the Tenants belongings until the review request could be considered.

The initial review hearing was heard by videoconference on March 3, 2026.

On March 25, 2026, the Board issued interim order LTb-L-083766-25-RV-IN2 granting the request for a review and adjourning the re-hearing at that time.

This subsequent review hearing was heard by videoconference on May 25, 2026.

The Landlord's Legal Representative JIANGNING GUO and the Tenants attended the hearing. The Tenants spoke with Duty Counsel prior to the hearing.

Determinations:

1. This is a re-hearing of the Tenant's motion to set aside the amended *Ex Parte* order issued on October 21, 2025.
2. At the outset the Tenant requested an adjournment. They stated that their child had an accident six months ago, and that they (Laurent, Romuald Tetang Kouo (a.k.a Laurent Romuald Tetang Kouo)) had had an accident on May 8, 2026. They stated that they have back and shoulder pain, that they are unable to move, and that their employment has been suspended due to ongoing medical treatment.
3. The Landlord opposed the adjournment request. They stated that the arrears have accumulated to approximately \$43,530.00; that the Tenants had not made any payments towards rent or arrears since October 2025. They indicated that since both Tenants were present, there was not reason not to proceed with the hearing.
4. After considering the submissions, I denied the request for an adjournment. Although not binding on me, the Board Interpretation Guideline 1 entitled *Adjourning and Rescheduling Hearings* sets out the Board's general guidance when considering each request.

Section 183 of the *RTA* directs the Board to "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter."

...

Parties are expected to make any necessary arrangement to proceed with a case management or merits hearing on the date set out in the Notice of Hearing. The granting of adjournments is at the discretion of the Member hearing the application or the Hearing Office conducting the case management. Pursuant to s. 21 of the *SPPA*, an adjournment will only be granted by the Board if it is required to permit an adequate hearing to be held.

Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances.

The specific factors the Member may consider in deciding whether to grant an adjournment include:

1. the reason for the adjournment and position of the parties;
 2. the issues in the application;
 3. any prejudice that may result from granting or denying the request;
 4. the history of the proceeding including other adjournments or rescheduling;
 5. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
5. I was not satisfied that there were exceptional circumstances that warranted an adjournment. The request had not been made in advance of the hearing. There were no medical documents provided to indicate if the Tenant Laurent, Romuald Tetang Kouo (a.k.a Laurent Romuald Tetang Kouo) could not participate in the hearing or required an accommodation in order to participate in the hearing. Both Tenants did appear, and if the Tenant Laurent, Romuald Tetang Kouo (a.k.a Laurent Romuald Tetang Kouo) could not participate, then their spouse could have spoken for both of them. As it was the Tenant Laurent, Romuald Tetang Kouo (a.k.a Laurent Romuald Tetang Kouo) spoke for the family.
6. The Tenant failed to meet a condition specified in the order issued by the LTB on October 2, 2025, with respect to application LTB-L-053164-25. They agreed that they did not make the payments they had consented to.
7. The Tenant requested a new payment plan that would see the arrears paid off by October 2026. They again submitted that they are unemployed due to an accident, and that their child suffered catastrophic injuries arising from their accident. They had hope that the insurance settlement would arrive by October 2026. They stated that they had attempted to renegotiate with the Landlord but that the Landlord and their legal representative did not respond.
8. The Landlord opposed the request for a new payment plan, the arrears are substantial, and the Tenant has not made a payment since October 27, 2025. They stated that the Landlord is a high risk for declaring bankruptcy.
9. The Landlord also indicated that the Landlord did not have any financial ability to accommodate the Tenant because of the accident suffered by the Tenant's child.
10. The Board is required to interpret and apply the *Act*, having regard to the *Human Rights Code* (Code); see *Walmer Developments v. Wolch*, 2002 CanLI 42163 (ON SCDC).

11. Although it was unclear in the submissions, it appears the Landlord submitted (without any evidence) that the Landlord was unwilling to accommodate the Tenants by agreeing to a new payment plan.
12. The original payment plan set out in order LTB-L-053164-25 provided that the Tenant pay \$350.00 per month towards arrears of rent commencing October 27, 2025, and ending July 27, 2029. This is nearly a 4-year payment plan.
13. In the hearing, the Tenant proposed a 5-month payment plan that consisted of an \$8,000.00 payment on June 1, 2026, and then commencing in July to October 2026 a payment of \$500.00 per month plus the lawful rent, and that in October 2026, a final payment towards the arrears balance at that time.
14. The Landlord did not produce any documents to show financial hardship, and the Landlord did not appear to testify on their financial hardship. It is understandable that the Landlord remains responsible for the mortgage and property tax payments even if rent is unpaid.
15. In my view, the proposed payment plan, if framed as an accommodation would have been beyond the point of undue hardship for the Landlord. If the Tenant had a genuine intent to repay the Landlord they would have continued to make the payments of rent to the Landlord and maybe even adjusted the arrears payments, instead they chose not to make any payments. The proposal relies on a future action to occur, that is that the insurance settlement will be paid out by October 2026. This is in my view wishful thinking and is not something the Board should rely upon.
16. The Tenant did not explain why no payments of rent had been made since October 2025 until their own accident on May 8, 2026. I also note that the Tenant disputed the quantum of arrears, however proffered no evidence to rebut the amount.
17. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-083766-25. The Tenant has been unable to pay rent on time and make payments towards the arrears of rent. The arrears are now substantial.
18. The Tenant requested up to six months to vacate the rental unit.
19. The Landlord requested that the stay be lifted immediately.
20. The stay of order LTB-L-083766-25 is lifted as of July 5, 2026. I have considered the Tenants circumstances, noting that the Tenant's son has catastrophic injuries and that the Tenant Laurent, Romuald Tetang Kouo (a.k.a Laurent Romuald Tetang Kouo) is also being treated for his own accident injuries. I am also aware that the arrears of quite substantial and that any further delay would be prejudicial to the Landlord.

It is ordered that:

1. The motion to set aside the Amended Order LTB-L-083766-25, issued on October 21, 2025, is denied.
2. The stay of order LTB-L-083766-25 is lifted as of July 5, 2026.

June 5, 2026
Date Issued

Robert Patchett
Vice Chair, 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.