



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

Citation: 917 Hamilton Ltd. v Chhuong, 2026 ONLTB 44940

Date: 2026-06-10

File Number: LTB-L-030456-26-SA

In the matter of: 4, 917 HAMILTON RD
LONDON ON N5Z1W3

Between: 917 Hamilton Ltd.

Landlord

And

Kong (Vanessa) Chhuong
Somnuck Inlakhana

Tenant

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

917 Hamilton Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Kong (Vanessa) Chhuong and Somnuck Inlakhana (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 on consent issued by the LTB on May 16, 2025 with respect to application LTB-L-010360-25.

The Landlord's application was resolved by order LTB-L-030456-26, issued on April 13, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-030456-26.

This motion was heard by videoconference on June 1, 2026.

The Landlord's legal representative Sara Ginman and the first named Tenant Kong (Vanessa) Chhuong attended the hearing.

Determinations:

1. There is no dispute that the Tenant failed to meet a condition specified in the order issued by the LTB on May 16, 2025 with respect to application LTB-L-010360-25.
2. The Tenant does not dispute that she did not pay the required lawful rent of \$1,891.12 in full on or before April 1, 2026 and failed to pay the arrears payment of \$700.00 on or before March 21, 2026.

3. The Tenant testified that they had a change in circumstances since the repayment plan was agreed to in May 2025. The Tenant testified they have experienced shortages of work and had been laid off September 2025 to December 2025. That since January she had been working a reduced workload of 1-2 days per week and that in January 2026 her roommate also moved out, this further adding to the financial pressures.
4. She stated that since mid May she is back to work fulltime, working 5-6 days per week earning approximately \$4,000.00 monthly. They also receive the Canada Child Benefit (CCB) each month in the amount of \$1,159.00 for their children aged 16 and 7 years old.
5. The Tenant testified that they would like a second chance to preserve the tenancy and proposed a new repayment plan. She stated they would pay the Landlord an additional \$50.00 to \$100.00 per month on top of the \$700.00 payment pursuant to the prior order.
6. On review of the household recurring expenses inclusive of rent, these total approximately \$2,900.00.
7. The Landlord's Legal Representative submitted the Landlord is opposed to the Tenant's proposed repayment plan as the Tenants failed to meet the past payment plan and the rent arrears are nearing the same level of the initial payment plan. She submitted that despite the Tenant's testimony of their monthly income, they have not evidenced any pay stubs or any other documents to support their assertions. She further submitted that given the arrears owing, a new repayment plan as suggested by the Tenant would be highly prejudicial to the Landlord.
8. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-030456-26. As the household income is currently approximately \$5,159.00, given the outlined expenses, there should be sufficient income to repay the Landlord the arrears as owed within a 12-month period. While the Tenant has suggested paying an additional amount on top of \$700.00 towards the repayment of rent arrears, I am mindful that she may be subject to further work reductions in the fall, the payment plan as outlined below takes this into consideration to permit the Tenant the best opportunity to succeed in complying with the required. Should they fail to meet the obligations of the second chance as requested, the Landlord may file with the LTB and seek an order pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant.
9. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The motion to set aside Order LTB-L-030456-26, issued on April 13, 2026, is granted.
2. Order LTB-L-030456-26, issued on April 13, 2026, is set aside and cannot be enforced.
3. The previous order issued on May 16, 2025 with respect to LTB-L-010360-25 is cancelled and replaced with the following order:
4. The Tenant shall pay to the Landlord \$6,541.00, which represents the arrears of rent and costs outstanding for the period ending May 31, 2026.

5. The Tenant shall pay to the Landlord the lawful rent due on June 1, 2026, if not already paid on or before June 20, 2026
6. The Tenant shall make the following payments to the Landlord in respect of the arrears and costs as outstanding under paragraph [4] in accordance with the following schedule:
 - a) \$541.00 on or before July 15, 2026; and
 - b) \$500.00 on or before August 15, 2026 and payable each month thereafter on the 15th day of each month through to and including July 15, 2027.
7. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period July 2026 to June 2026, or until the arrears are paid in full, whichever date is earliest.
8. 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 paragraphs 4 and 5 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 10, 2026
Date Issued

Alicia Johnson
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.