



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

File Number: LTB-L-030407-26-SA

In the matter of: 407, 192 HUGHSON ST N
HAMILTON ON L8L7Z9

Between: Hughson Joint Apartment o/a Valery Properties Landlord

And

William Hodgins Tenant
Amanda Astrid McNeil

Hughson Joint Apartment o/a Valery Properties (the 'Landlord') applied for an order to terminate the tenancy and evict William Hodgins and Amanda Astrid McNeil (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 April 1, 2026 with respect to application LTB-L-005075-26.

The Landlord's application was resolved by order LTB-L-030407-26, 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-030407-26.

This motion was heard by videoconference on June 3, 2026. The Landlord's Agent, T. Novak, and the Tenant, Amanda Astrid McNeil, attended the hearing.

The Tenant disconnected from the hearing at approximately 2:12 p.m. after I denied the motion.

Determinations:

1. The Tenant failed to meet a condition specified in the order issued by the LTB on April 1, 2026, with respect to application LTB-L-005075-26.
2. The Tenant failed to pay the monthly rent of \$2,095.00 on April 1, 2026.
3. The Tenant stated that the other Tenant, William Hodgins, was arrested for assault in November 2025. Although the Tenant acknowledged that order LTB-L-005075-26 was issued months later, she asserted that she agreed to the terms of the repayment agreement because she feared she would be evicted otherwise.

4. The LTB's Dispute Resolution Officers are specially trained in ensuring parties understand that they can proceed to a hearing on the merits and are under no obligation to agree to a settlement.
5. The Tenant, who has lived in the unit for one year, receives child tax benefits of \$800.00 monthly for two children; child support of \$500.00 monthly; \$800.00 Ontario Works; and spousal income of \$3,000.00 monthly. The payment of spousal support commenced on May 15, 2026, and the Tenant expects the Ontario Works payment to stop as a result.
6. The Tenant requested a repayment agreement, but no details on the agreement were provided.
7. The Landlord opposed the motion as the Tenants have not paid the rent in full since the breach in April 2026. The Tenants paid \$1,100.00 on May 5, 2026, and did not dispute the Landlord's assertion that the rent for June 2026 was yet to be paid.
8. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-030407-26. The Tenants did not pay any rent in April 2026 and have since failed to pay the rent in full for both May 2026 and June 2026. As a result, the arrears have increased substantially from \$7,466.80 in March 2026, to approximately \$12,691.80. Given the Tenants' multiple breaches of order LTB-L-005075-26, I do not find the Tenants' request for a repayment agreement reasonable in the circumstance.
9. The stay of order LTB-L-030407-26 is lifted on July 3, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-030407-26, issued on April 13, 2026, is denied. The order is confirmed and remains unchanged.
2. The stay of order LTB-L-030407-26 is lifted on July 3, 2026.

June 18, 2026
Date Issued

Jitewa Edu
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.