



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

File Number: LTB-L-029204-26-SA

In the matter of: 6 Perigo Crt
Richmond Hill ON L4E1A2

Between: Laien Tong Landlord

And

Kevin Kitchen Tenant

Laien Tong (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Kitchen (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 March 4, 2026 with respect to application LTB-L-106194-25.

The Landlord's application was resolved by order LTB-L-029204-26, issued on April 7, 2026. This order was issued without a hearing being held. The Tenant filed a motion to set aside order LTB-L-029204-26.

This motion was heard by videoconference on June 18, 2026. The Landlord, the Landlord's Legal Representative, Y. Qi, and the Tenant attended the hearing. An interpreter for the Landlord, M. Huang, also attended the hearing.

Determinations:

1. The Tenant failed to meet a condition specified in the order issued by the LTB on March 4, 2026, with respect to application LTB-L-106194-25.
2. The Tenant failed to pay arrears of \$19,800.00 on March 31, 2026.
3. The Tenant testified that he failed to make the payment due to his wife's serious medical condition. They applied for the Ontario Disability Support Program (ODSP) in November 2025 and expect to receive retroactive benefits which would be applied towards the arrears.
4. The Tenant also has an overseas project for which he expects to sign a Memorandum of Understanding on or about June 29, 2026. In addition, the Tenant is a real estate agent with pending transactions which he believes will close successfully, and the proceeds would then be applied to the outstanding arrears.

5. The Landlord opposed the motion because, despite multiple promises from the Tenant to make payments and repeated references to an overseas project, the Tenant has failed to make any payments. As a result, the Landlord has relied on his personal savings and obtained loans to meet his mortgage obligations for the unit. The Landlord fears losing the rental unit due to a default.
6. According to the Tenant, he has not paid any rent to the Landlord since January 2026. The lawful monthly rent is \$4,800.00.
7. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-029204-26. There is no dispute that the Tenant breached order LTB-L-106194-25 by his failure to pay arrears of \$19,800.00 on March 31, 2026. Since that breach, the rent for April, May and June 2026 came due and remains outstanding. As a result, the arrears have increased significantly to approximately \$34,000.00.
8. The Tenant has not presented a concrete or credible plan to pay the arrears. There is no evidence that his wife has been approved for ODSP benefits, that his real estate transactions will close as anticipated, or that the overseas project, which has been in the works for months, will result in income. If the Tenant receives any income from these sources, it would be on an uncertain date while the arrears continue to accumulate.
9. The stay of order LTB-L-029204-26 is lifted immediately.

It is ordered that:

1. The motion to set aside Order LTB-L-029204-26, issued on April 7, 2026, is denied. The order is confirmed and remains unchanged.
2. The stay of order LTB-L-029204-26 is lifted immediately.

June 22, 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.