



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

File Number: LTB-L-099653-25-SA

In the matter of: 213, 55 BRIDESBURG DR
ETOBICOKE ON M9R2K7

Between: CAPREIT LIMITED PARTNERSHIP Landlord

And

NADIESKA ESTRELLA Tenant
ISMAEL MORALES

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict NADIESKA ESTRELLA and ISMAEL MORALES (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 February 24, 2025 with respect to application LTB-L-082771-24.

The Landlord's application was resolved by order LTB-L-099653-25, issued on December 2, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-099653-25.

This motion was heard by videoconference on January 7, 2026.

The Landlord's legal representative Geoff Paine and the Tenant Nadieska Estrella attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant admittedly failed to meet a condition specified in the order issued by the LTB on February 24, 2025 with respect to application LTB-L-082771-24. Specifically, the Tenant confirmed they did not pay rent when it came due November 1, 2025 as well as the arrears payment due November 15, 2025.

The surrounding circumstances

2. The Tenant confirmed that as of January 31, 2026, she has arrears totaling \$9,792.42. She stated that her child is ill and she is currently unemployed. The Tenant seeks an opportunity to repay the arrears and proposes to make monthly payments of \$350.00 until the balance is satisfied.
3. During cross-examination, the Tenant was questioned about her household income and expenses. She confirmed that when her husband is employed, he earns approximately \$3,500.00 per month. Their combined monthly expenses, including rent, total approximately \$3,800.00. The Tenant further submits that she expects to commence employment in February 2026.
4. In *Trust Construction Corporation v. McKie*, [2017 ONSC 4702](#), the Divisional Court stated at paragraph 6:

“It is also a matter of concern that parties ought not to be easily able to revisit orders that have been made on consent. The effective resolution of matters that come before the Board will be greatly impaired if parties can continually seek to revisit issues that they have earlier agreed to resolve.”
5. After considering all relevant circumstances, I find that it would be unfair to set aside Order LTB-L-099653-25. The Tenant has not provided a reasonable explanation for her default under the original order, and her proposed plan to pay down the arrears is inconsistent with her stated monthly income and expenses. I am not satisfied that, even if this motion were granted, the Tenant would be able to comply with the proposed payment arrangement.

The stay is lifted on February 15, 2026

6. After considering the Tenant's current circumstances, I am satisfied that the stay of order LTB-L-099653-25 is lifted on February 15, 2026. This will provide the Tenant additional time to find alternative accommodations.

It is ordered that:

1. The motion to set aside Order LTB-L-099653-25, issued on December 2, 2025, is denied.
2. The stay of order LTB-L-099653-25 is lifted February 15, 2026.
3. Order LTB-L-099653-25 is unchanged.

January 20, 2026
Date Issued

Brett Lockwood
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.