



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

Citation: Pileci v Saei Far, 2026 ONLTB 35163

Date: 2026-05-04

File Number: LTB-L-018671-26-SA

In the matter of: 370, 16B ELGIN ST
Markham ON L3T4T4

Between: Nicola Pileci Landlord

And

Dorsa Saei Far Tenants
Siavash Saei Far

Nicola Pileci (the 'Landlord') applied for an order to terminate the tenancy and evict Dorsa Saei Far and Siavash Saei Far (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on December 22, 2025 with respect to application LTB-L-084702-25.

The Landlord's application was resolved by order LTB-L-018671-26, issued on March 16, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-018671-26.

This motion was heard by videoconference on April 28, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenants admitted that they did not pay the amount of \$21,000.00 to the Landlord by February 28, 2026 as required by consent order LTB-L-084702-25 issued on December 22, 2025.
2. As such, I find that the Tenants failed to meet a condition specified in the order issued by the LTB on December 22, 2025 with respect to application LTB-L-084702-25.

The surrounding circumstances

3. The Tenant, Dorsa Saei Far, testified that they were unable to pay the agreed upon amount of February 28, 2026 because her father, the second named Tenant, was struck by a car which prevented him from working. She admitted that although her father went to the hospital after the accident, he was released the same day (i.e. not admitted). It is undisputed that the Tenants paid the Landlord the full \$21,000.00 on March 17, 2025.
4. The Tenants admitted that they did not pay the \$3,000.00 arrears payments that were due on March 6 and April 6, 2026, nor did they pay rent in the amount of \$2,500.00 that was due on March 6 and April 6, 2026.
5. The Tenants stated that they can pay the Landlord \$17,000.00 by May 31, 2026, which amount is comprised as follows:
 - two missed arrears payments due on March 6 and April 6, 2026: \$6,000.00
 - outstanding rent for March and April, 2026: \$5,000.00
 - arrears payments due on May 6 and June 6, 2026: \$6,000.00
6. The Tenants assert that they have retained a personal injury lawyer with respect to the second-named Tenant's accident and expect to receive accident benefits, in the amount of \$2,000.00 at the beginning of May 2026. The second-named Tenant's wife is a student and is expecting an OSAP payment. As well, the second-named Tenant has now been able to access foreign funds which he expects to receive shortly.
7. The Landlord declined to accept a new payment plan. Given the extensive history of excuses and delays in paying rent, he is not confident the Tenants will adhere to the proposed payment plan. He stated that the Tenants' failure to pay rent has been ongoing for seventeen months and that they only started paying their rent after he applied to the LTB.
8. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-018671-26. I say this because, in my view, the funds the Tenants expect to receive (i.e. accident benefits) are speculative at this point in time. The Tenants filed no documentary evidence, such as an accident report, confirmation of accident benefits, OSAP funding or foreign funds, to corroborate their testimony. They breached the terms of the consent order almost immediately. Given that the Tenants admitted that the sole income earner (i.e. the second named Tenant) is not working and has no income, I am not confident the Tenants can afford to pay rent let alone the arrears. As such, I find it would be too prejudicial to the Landlord to impose a further payment plan.

Lifting the stay

9. In the circumstances, I find it appropriate to live the stay of order LTB-L-018671-26 on May 31, 2026. This was the date requested by the Tenants and it was not opposed by the Landlord.

It is ordered that:

1. The motion to set aside Order LTB-L-018671-26, issued on March 16, 2026, is denied.

2. The stay of order LTB-L-018671-26 is lifted on May 31, 2026.
3. Order LTB-L-018671-26 is unchanged.

May 4, 2026
Date Issued

Karen Gonçalves
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.