



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

Citation: R.K. Holdings 317 Park Lawn Ltd. v Balestri, 2026 ONLTB 46788

Date: 2026-06-12

File Number: LTB-L-035219-26-SA

In the matter of: 15, 317 PARK LAWN RD
ETOBICOKE ON M8Y3K2

Between: R.K. Holdings 317 Park Lawn Ltd. Landlord

And

Sean Balestri Tenants
Emmanuelle Pereira

R.K. Holdings 317 Park Lawn Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Sean Balestri and Emmanuelle Pereira (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 March 26, 2026 with respect to application LTB-L-001308-26.

The Landlord's application was resolved by order LTB-L-035219-26, issued on April 27, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-035219-26.

This motion was heard by videoconference on June 10, 2026.

The Landlord's Representative, Sara Ginman, and the Tenant, Emmanuelle Pereira, attended the hearing.

Determinations:

Preliminary Issue

1. At the start of the hearing the Landlord's Representative provided that the Landlord had changed since the application had filed and the proper name of the Landlord was R.K. Holdings 317 Park Lawn Ltd.
2. It was consented to by the parties that the application would be amended to reflect the name of the proper Landlord.

There was a breach of the previous order

1. There was no dispute that the Tenants failed to meet a condition specified in the order issued by the LTB on March 26, 2026 with respect to application LTB-L-001308-26, the Tenants failed to pay April 2026 rent in full and on time and the Tenants failed to pay \$881.00 toward the arrears on or before April 17, 2026.

The surrounding circumstances

2. The Tenant, Emmanuelle Pereira ("EP"), testified that the Tenants had hit a financial hiccup but were in a better place and would be able to make the payments as initially agreed upon. EP testified that when the arrears payments were missed and the Tenants received the eviction order she was unsure what to do because she was not sure if they were going to be evicted or if they were going to be able to continue the tenancy.
3. EP then provided testimony regarding her income and expenses, and she provided her best guess at her boyfriend's income. EP testified that the Tenant's were prepared and able to pay June's rent on or before June 15, 2026, with the repayment of arrears starting by June 22, 2026, and then the 20th of each month thereafter until the arrears are paid in full.
4. The Landlord's Representative provided that the Landlord was opposed to another payment plan and provided that the Tenants never made any payments from the previous consent payment plan and provided no evidence of an ability to pay moving forward. The Landlord's Representative provided that it appears the tenancy is no longer viable, and the Tenants are merely attempting to buy more time before having to vacate the rental unit and that is unfairly prejudicial to the Landlord for this tenancy to continue.
5. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-035219-26.
6. The Act is remedial in nature. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
7. The Court of Appeal for Ontario's reasons in *Matthews* are consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of *Residential Tenancies Act*, 2006 (the 'Act') is to promote security of tenure.
8. Therefore, terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
9. Here, I am satisfied that the Tenants' breach of the order was due to financial circumstances that have since improved and the Tenants did not pay the arrears payments due to confusion about whether they were to be evicted or not.
10. I am satisfied that although it may be financially tight, the Tenants have the ability to pay their rent, arrears, and expenses moving forward and should be provided one more chance to preserve the tenancy. As such, the Tenants will be provided another

opportunity to preserve the tenancy with a payment plan that reflects terms similar to what was proposed by EP at the hearing. However, given the date this order will issue, some dates have been changed to ensure the Tenants will be able to comply with the timing.

It is ordered that:

1. The motion to set aside Order LTB-L-035219-26, issued on April 27, 2026, is granted.
2. Order LTB-L-035219-26, issued on April 27, 2026, is set aside and cannot be enforced.
3. The previous order issued on March 26, 2026, with respect to LTB-L-001308-26 is amended and replaced as follows:
4. The Tenants shall pay to the Landlord \$5,686.58 for arrears of rent to June 30, 2026, inclusive of the filing fee.
5. The Tenants shall pay to the Landlord the amount set out in paragraph 4 in accordance with the following schedule:

Payment Date	Payment Amount	Balance Remaining
June 19, 2026	\$2,092.02	\$3,594.56
July 20, 2026	\$881.00	\$2,713.56
August 20, 2026	\$881.00	\$1,832.56
September 20, 2026	\$881.00	\$951.56
October 20, 2026	\$881.00	\$70.56
November 20, 2026	\$70.56	\$0.00

6. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period of July 1, 2026, to November 1, 2026, or until the arrears are paid in full, whichever date is earliest.
7. If the Tenants 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 Tenants to the Landlord pursuant to paragraph 4 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pays any new arrears, NSF fees and related charges that became owing after June 30, 2026.

June 12, 2026
Date Issued

Nicole Pedron
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.