



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

Citation: SKPM RENTS 2 v POLAKOVA, 2026 ONLTB 47314

Date: 2026-06-16

File Number: LTB-L-029985-26-SA

In the matter of: 226, 35 ST DENNIS DR
NORTH YORK ON M3C1G9

Between: SKPM RENTS 2 Landlord

And

ZUZANA POLAKOVA Tenant
DUSAN CONKA

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

SKPM RENTS 2 (the 'Landlord') applied for an order to terminate the tenancy and evict ZUZANA POLAKOVA and DUSAN CONKA (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 2, 2026 with respect to application LTB-L-103262-25.

The Landlord's application was resolved by order LTB-L-029985-26, issued on April 14, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-029985-26.

This motion was heard by videoconference on June 1, 2026.

The Landlord's legal representative Sara Ginman and the Tenant attended the hearing.

Determinations:

The Breach

1. There is no dispute that the Tenant failed to meet a condition specified in the order issued by the LTB on March 2, 2026 with respect to application LTB-L-103262-25.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-029985-26. Specifically, I have considered that the Tenant's reason for not paying the lawful rent on or before April 1, 2026 was because Ontario Works (OW) delayed the issuance of the payment, a payment which was usually sent at the end of the month (March 2026) and is used for payment of rent. That her (OW) cheque was not received by the Tenant until April 6, 2026 and that it was for a lesser amount than expected due to an error.
3. When receiving the correct amount, the Tenant said she receives close to \$1,200.00 from (OW) and receives \$650.00 in other benefits for an approximate monthly household income of \$1,850.00. She is awaiting a retroactive lump sum amount from ODSP for a period of 8 months.
4. The lawful rent is \$1,364.84, the Tenant paid the Landlord \$999.00 on April 6, 2026, paid the remaining \$370.00 towards rent on April 20, 2026 and paid \$650.00 on April 20, 2026 towards the arrears portion pursuant to the terms of the prior order.
5. These payments were not disputed, the Tenant attached copies of the money orders in DOC-7811618 as attached to her motion to set aside.
6. The Landlord's rent payment ledger DOC-7974983 outlines posted payments of \$999.00 towards rent on April 9, 2026, \$370.00 towards the payment of rent on April 21, 2026 and \$650.00 towards the arrears of rent posted on April 21, 2026. The ledger also reflects that the Tenant made a partial payment of \$800.00 towards rent as due on May 1, 2026.
7. The Tenant is seeking a second chance to preserve her son's tenancy; they have lived in the rental unit since October 2015. In her motion, she describes that if evicted she will not be able to afford the current rental market and that eviction will have a detrimental impact upon her autistic son.
8. The Landlord was opposed to a second chance and a new repayment plan. They seek an immediate lifting of the stay of order LTB-L-029985-26, issued on April 14, 2026, outlining that the arrears as of the hearing date are higher than the original order and that based on income the tenancy is not viable. Since the breach, the Tenant has continued to breach and is in rent arrears of \$6,211.43 to June 30, 2026.
9. The parties appeared before the Board on February 24, 2026. While I share the concern of the Landlord in that the Tenant has continued to breach the prior order since April 1, 2026, the Tenant said that there was a delay and error in the (OW) payment at the end of March, as testified to. This resulting in the delay of the April 1, 2026 rent payment.
10. Secondly, the current household income appears to be sufficient to pay the rent, however there is a requirement for some budgeting and with the anticipated retroactive ODSP payment, I believe that given the chance, the Tenant can maintain housing for her and her son. Additionally, as this is a lengthy tenancy of 10 plus years, the Tenant deserves one last chance to preserve her tenancy and may consider applying to any housing stability programs that may assist her with the repayment of the current arrears of rent.

11. Therefore, the fairest thing to do in all of the circumstances is grant the set aside motion to give the Tenant one last chance to demonstrate she can pay rent on time and in full in addition to complying with the repayment terms as outlined. Pursuant to s. 78(12) of the Act the previous order shall be replaced with new terms, terms that I believe are fair in consideration of all circumstances.
12. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The motion to set aside Order LTB-L-029985-26, issued on April 14, 2026, is granted.
2. Order LTB-L-029985-26, issued on April 14, 2026, is set aside and cannot be enforced.
3. The previous order issued on March 2, 2026 with respect to LTB-L-103262-25 is amended as follows:
4. The Tenants shall pay to the Landlord \$6,211.43, which represents the arrears of rent and costs outstanding for the period ending June 30, 2026.
5. The Tenants shall make the following payments to the Landlord in respect of the arrears as outstanding under paragraph [4] of this order:

Date Payment Due	Amount of Payment
July 20, 2026	\$300.00 (costs and arrears)
August 20, 2026	\$300.00 (arrears)
September 20, 2026	\$300.00 (arrears)
October 20, 2026	\$300.00 (arrears)
November 20, 2026	\$300.00 (arrears)
December 20, 2026	\$4,711.43 (arrears)

6. The Tenants shall also pay to the Landlord the lawful monthly rent on or before the 1st day of each month starting July 2026 through to and including December 2026, or until the arrears are paid in full, whichever date is earliest.
7. If the Tenants fail to make any 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 1 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 Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after June 30, 2026.

June 16, 2026

Date Issued

Alicia Johnson

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.