



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

**File Number:** LTB-L-100016-25-SA

**In the matter of:** 4310 BARTLETT RD  
BEAMSVILLE ON L3J0Y9

**Between:** Hallmark Furniture Industries LTD. Landlord

**And**

Imre Torma Tenant  
Shelley Batcules

Hallmark Furniture Industries LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict Imre Torma and Shelley Batcules (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 mediated settlement signed by the parties on October 15, 2025 with respect to application LTB-L-058156-25.

The Landlord's application was resolved by order LTB-L-100016-25, issued on December 3, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-100016-25.

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

The Landlord's legal representative Edwin Alexander, Landlord's agent Sukhbir Aheer, and the Tenants attended the hearing. On consent the parties agreed to remove "Main Floor Unit" from the application as the rental unit is the entire house.

**Determinations:**

There was a breach of the previous mediated settlement

1. The Tenant admittedly failed to meet a condition specified in the mediated settlement signed by the parties on October 15, 2025 with respect to application LTB-L-058156-25. Specifically, the Tenant admits that rent came due November 1, 2025 yet they paid rent on November 3, 2025. Additionally, the Tenant admits they did not pay rent that came due December 1, 2025 nor the arrears payment for December 1, 2025.

The surrounding circumstances

2. The Tenants testified that they were engaged in negotiations with the Landlord regarding various matters outside the scope of the original mediated settlement. They assert that the Landlord advised them it was acceptable to remit the November 1, 2025 rent payment on November 3, 2025. The Landlord denied providing an extension for the rent payment.
3. The Tenants further testified that they have the funds to pay the arrears due December 1, 2025 as well as the December rent. The Tenants provided no supplemental evidence to prove they have the fund available to pay the arrears or on-going rent.
4. The Tenants further contend that mold issues have existed for over two years, that the Landlord was made aware of these concerns, and that the Landlord has been responsive in addressing them. The evidence indicates that these mold issues persisted at the time of the mediated agreement however the Tenants did not raise them during the L1 Hearing. Accordingly, I find it inappropriate to introduce these issues as an estoppel for the first time at this motion.
5. The Tenants maintain that they have consistently paid rent on time throughout the tenancy and that no prior issues regarding rent payments have arisen.
6. 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.”

7. The Tenants entered into a mediated settlement with the Landlord and acknowledge that they failed to comply with its terms. The Tenants ought to have raised their ongoing mold concerns earlier, as these issues existed at the time of the settlement. Based on the evidence before the Board, and after considering both the circumstances leading to the breach and the Tenants’ current situation, I find that it would be unfair to set aside Order LTB-L-100016-25. This conclusion is reinforced by the fact that the Tenants continued to breach the agreement even after the November 1, 2025 rent became due, making no payments under the mediated settlement.
8. Additionally, I am not convinced that the Tenants have the funds to pay the arrears should the motion be granted. I would have expected the Tenants to provide proof of funds had they possessed it in their bank account.

The stay is lifted on February 15, 2026

9. I have considered the Tenants’ circumstances I find it appropriate to provide the Tenants some additional time to find alternate accommodations. The stay of order LTB-L-100016-25 is lifted on February 15, 2026.

**It is ordered that:**

1. The motion to set aside Order LTB-L-100016-25, issued on December 3, 2025, is denied.
2. The stay of order LTB-L-100016-25 is lifted on February 15, 2026.
3. Order LTB-L-100016-25 is unchanged.

**January 21, 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.