



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

**Citation:** Horst Property Management Inc. v Fekete, 2026 ONLTB 30467

**Date:** 2026-04-17

**File Number:** LTB-L-017057-26-SA

**In the matter of:** 123770 SOUTHGATE ROAD 12  
HOLSTEIN ON N0G2A0

**Between:** Horst Property Management Inc.

Landlord

**And**

Suzanna Fekete  
Karen Fekete

Tenants

Horst Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Suzanna Fekete and Karen Fekete (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 mediated settlement signed by the parties on April 9, 2025 with respect to application LTB-L-000076-25.

The Landlord's application was resolved by order LTB-L-017057-26, issued on March 9, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-017057-26.

This motion was heard by videoconference on April 13, 2026.

The Landlord's agent James Horst and the Tenants attended the hearing.

### **Determinations:**

1. The Tenants agreed that they failed to meet a condition specified in the mediated settlement signed by the parties on April 9, 2025, with respect to application LTB-L-000076-25. The Tenants agree that they did not pay rent for February 1, 2026.
2. The Tenants testified that they had made an arrears payment on February 20, 2026, but have not made any rent or arrears payments since that time.
3. The Tenants testified that the reason they have not been able to pay their rent is that the Landlord had installed an electric fence and the Tenants testified that they were paying over \$1,000.00 for hydro while the Landlord told them the increase may only be an additional \$30.00 per month. As such, no rent or arrears payments were made as the

Tenants had to pay their hydro bill. I note that there was no evidence provided by the Tenants to support this notion, no date as to when the electricity had been adjusted, no bills to reflect the difference in payments, and no bank records to show how the alleged increased affected their ability to pay rent.

4. The Tenants also alleged that on August 12, 2025, an accident occurred in the unit's driveway that destroyed their car and prevented them from working. The Tenants further alleged that the Landlord blocked their driveway and would not plow when there was snow. No photos or dates or any information was provided by the Tenants to show how their income had been affected by this issue.
5. The Tenants testified that they would like to leave the unit but that they are waiting for an insurance payout and agreed to vacate the unit by May 15, 2026.
6. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-017057-26.
7. The stay of order LTB-L-017057-26 is lifted on May 31, 2026. While the parties agreed to a vacate date of May 15, 2026, I am extending that date to the end of the month to allow the Tenants to vacate the unit based on the circumstances which were testified to.

**It is ordered that:**

1. The motion to set aside Order LTB-L-017057-26, issued on March 9, 2026, is denied.
2. The stay of order LTB-L-017057-26 is lifted on May 31, 2026.
3. Order LTB-L-017057-26 is unchanged.

**April 17, 2026**  
**Date Issued**

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Jagger Benham  
Member, Landlord and Tenant Board

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