



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

File Number: LTB-L-080770-25-RV

In the matter of: 2411, 25 WOOD ST
TORONTO ON M4Y2P9

Between: Park Property Management Inc. Landlord

And

Christopher Ritchie Tenant

Review Order

Park Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Ritchie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-080770-25 issued on December 19, 2025.

On January 15, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file as well as the audio recording for this hearing.

Determinations:

1. The order under review was made on consent of the parties. The order accurately reflects the terms the parties agreed to at the hearing held on December 10, 2025.
2. The Divisional Court has stated that "parties ought not to be easily able to revisit Board 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." (*Trust Construction Corporation v. McKie*, 2017 ONSC 4702)
3. In the review request, the Tenant submitted that the consent order was based on a material misrepresentation by the Landlord. The Tenant submitted that he believed his tenancy had been terminated by the N9 notice he signed under duress, thereby waiving his obligation to pay rent in June and July 2025. The Tenant submitted that his non-payment of rent was caused by the Landlord, and that the Landlord failed to disclose the issue of the N9 notice during the mediation. The Tenant requested that the application be

reconsidered, and an extension for payment be granted under section 83 of the *Residential Tenancies Act* (2006) (the 'Act').

4. The Tenant's argument has no merit. Pursuant to section 134(1.1) of the Act, landlords are entitled to collect rent up to the date the tenancy is terminated and the tenant vacates the rental unit. The Tenant submitted that his N9 notice had a termination date of July 31, 2025. As such, he owed rent up to that date. The N9 notice was then cancelled, and the tenancy continued, meaning the Tenant continued to owe rent after that date. Whether the Landlord disclosed the N9 notice during the hearing has no effect on the arrears. Moreover, the Tenant consented to the terms, giving up his right to a hearing and consideration under section 83 of the Act by the adjudicator.
5. The Divisional Court affirmed at paragraph 27 in *So v. Canadian Mental Health Association, Toronto Branch*, 2024 ONSC 3371 (Div. Ct.) that relief from eviction under section 83 of the Act does not have a second, independent applicability at the review stage of the Board's process.
6. In the review request, the Tenant raised other tenancy issues, which should have been presented during the initial hearing. The Board's review process is not an opportunity for a party to re-argue a matter that has been determined, with the hope of achieving a different result. The Tenant may file his own application regarding the issues he has raised, however there is not a sufficient basis to revisit the consent order.
7. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

It is ordered that:

1. The request to review order LTB-L-080770-25 issued on December 19, 2025, is denied. The order is confirmed and remains unchanged.

January 16, 2026
Date Issued

Kate Sinipostolova
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.