



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

Citation: Engineer v Babaimehr, 2026 ONLTB 19253

Date: 2026-03-05

File Number: LTB-L-089387-25-RV

In the matter of: 2511, 105 Oneida Cres
Richmond Hill ON L4B0H6

Between: Monaz T. Engineer
Anosh Adil Doctor

Landlords

and

Yeganeh Babaimehr

Tenant

Review Order

Monaz T. Engineer and Anosh Adil Doctor (the 'Landlords') applied for an order to terminate the tenancy and evict Yeganeh Babaimehr (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-089387-25 issued on December 18, 2025.

On December 19, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 24, 2025, interim order LTB-L-089387-25-RV-IN was issued, staying the order issued on December 18, 2025.

The review request was heard by videoconference on January 28, 2026.

The Landlords' Legal Representative, Victoria Zarif, the Landlords, and the Tenant attended the hearing.

Determinations:

1. The parties appeared before the presiding Member at the hearing and requested an order on consent. The order terminates the tenancy but provides the Tenant until April 30, 2026 to find new living arrangements.

2. The Tenant submits that they were not reasonably able to participate in the proceeding because at the time of the hearing, she was in the hospital, so she was in a rush.
3. The Tenant attended the hearing and actively participated. There is no dispute that the order accurately captures the terms the parties agreed upon by the parties and the Tenant admits that she did consent to the order. While the Tenant requested that the matter be rescheduled prior to the hearing, that request was denied by the Board and the Tenant did not make any request for an adjournment at the hearing or otherwise raise any issue with her ability to participate at that time. Nothing in the record supports a finding that the Tenant was not reasonably able to participate in the proceeding or that procedural errors occurred.
4. In *Lacroix v. Central-McKinlay International Ltd.*, 2022 ONSC 2807, the Divisional Court affirmed, at paragraph 11, that “it is incumbent on a party [who claims they were incapable of participating in the hearing] to raise the issue with the tribunal, or for there to be a basis on which the claim of incapability is grounded objectively in events at the hearing”.
5. In *Sutton v. Patterson and Morrow*, 2021 ONSC 1403, the Divisional Court at paragraph 6 affirmed that a party who has a procedural fairness concern is obligated to make their objections known, not wait until the appeal to raise their fairness concerns.
6. The Tenant did not raise that she lacked understanding of the terms she was consenting to. Additionally, it was the Tenant’s own submission that the terms of the order were explained to her, specifically as it relates to the consequences of a breach of the consent order. While the Tenant states that she neglected to take proper care in listening and considering what she was consenting to because she was in a rush, this is not a Board error.
7. 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.”¹
8. The Divisional Court also stated that “The policy of the courts is to promote settlement. The discretion to refuse to enforce a settlement should be exercised rarely...agreements, and joint submissions, are serious and they should not be easy to simply overturn. To allow parties, after the fact, to raise claims they could have or allow second thoughts after an agreement is struck would cause unnecessary waste on our Tribunals and Courts. No one, even with an order, would feel safe to rely on what has been agreed to. This would not be a just result.”²
9. The submissions of the Tenant suggest that the real reason for the review request might be that the Tenant has changed her mind, not that she was not reasonably able to participate in the proceeding. A review is not an opportunity to change how a case was presented or to reargue an application that has been finally determined.

¹ Trust Construction Corporation v. McKie, 2017 ONSC 4702

² Gent v. IMH Pool III LP, 2017 ONSC 7230 CanLII

10. For the foregoing reasons, I am not satisfied that a serious error occurred in the proceedings or that the Tenant was not reasonably able to participate in the proceedings. Therefore, the review request must be denied.

It is ordered that:

1. The request to review order LTB-L-089387-25 issued on December 18, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on December 24, 2025 is cancelled. The stay of order LTB-L-089387-25 is lifted immediately.

March 5, 2026
Date Issued

Candace Aboussafy
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.