



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

Citation: Lysyk v Blakeley, 2026 ONLTB 22315

Date: 2026-03-12

File Number: LTB-L-089269-25-RV

In the matter of: 1, 479 DIEPPE CRT
OSHAWA ON L1H3G9

Between:	George Lysyk	Landlord
	And	
	Kate Blakeley	Tenant

Review Order

George Lysyk (the 'Landlord') applied for an order to terminate the tenancy and evict Kate Blakeley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-089269-25 issued on January 9, 2026.

On March 11, 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:

Request to Extend Time

1. The Tenant filed this review request on March 11, 2026. The order was issued on January 9, 2026. The 30-day deadline to file a review fell on February 8, 2026. The Tenant has requested an extension of time to file the review request.
2. The Tenant's request to extend time to file the review request is granted.

Review Request

3. The review request is made on the grounds of serious error.
4. At the December 16, 2025 hearing, the parties participated in Board facilitated mediation. The parties then consented to terms in the order under review including the non voidable termination of the tenancy on February 28, 2026.

5. The Tenant submits she has a learning disability and did not understand the terms and did not have the capacity to agree to them.
6. I have listened to the audio recording. All of the terms are read out to the parties by the Board Mediator. The Tenant is asked if she has any questions about the terms or if she requires any clarification. The Tenant responds that she does not.
7. The audio recording shows the Tenant was asked if the terms of the consent order are those she agreed to and she confirmed they were. The Tenant also confirmed she understood the terms and the consequences of agreeing to them. The termination date of February 28, 2026 and the potential for Sheriff enforcement starting March 1, 2026 if the unit is not vacated is confirmed with the Tenant a second time by the Board Mediator.
8. The recording also shows the Mediator asked the Tenant if she understood that entering into the consent agreement meant there would be no hearing before an adjudicator and the Tenant responded that she did not want a hearing. The Tenant also confirmed she had spoke to Tenant Duty Counsel before participating in the mediation process.
9. 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”.
10. 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.
11. The hearing recording does not show any basis to conclude the Tenant was not able to understand the terms she agreed to. There were no events during the recording that suggests the Tenant was incapable or unable to raise procedural fairness issues. As stated, all of the terms of the order were specifically put to the Tenant and she confirmed she understood and agreed to them. The Tenant has submitted no medical documentation showing that on the hearing date she was incapable of understanding or agreeing to the terms in the order.
12. Here, the parties engaged the Board’s mediation process and agreed to terms to resolve the issues in the application. As stated, the recording confirms the Tenant was asked if she understood the terms and if she agreed to them. She responded that she did. The Tenant had the opportunity to raise procedural fairness concerns at the hearing and instead consented to the order that was issued.
13. 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).

14. Based on my review of the audio recoding, I am not satisfied there is sufficient reason to revisit the consent order. 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. For these reasons, the Tenant's request for review is denied.

It is ordered that:

1. The request to review order LTB-L-089269-25 issued on January 9, 2026 is denied. The order is confirmed and remains unchanged.

March 12, 2026
Date Issued

John Cashmore
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.