



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

Citation: Orgill v Kettrick, 2026 ONLTB 24347

Date: 2026-03-19

File Number: LTB-T-076023-25-RV

In the matter of: Main Level, 136 HADEN AVE
PETERBOROUGH ON K9H7P6

Between: Kenneth and Kathleen Orgill Tenants

And

Mike Kettrick Landlord

Review Order

Kenneth and Kathleen Orgill (the 'Tenants') applied for an order determining that Mike Kettrick (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-076023-25 issued on February 17, 2026.

On March 18, 2026, the Tenants requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. This review request is made on the grounds of serious error and being not reasonably able to participate in the proceedings.
2. The hearing that gave rise to the order under review took place on February 4, 2026 immediately after a mediation. The Tenants attended the mediation and the hearing. At the hearing the parties consented to the terms that are set out in the order.
3. The Tenants submit the following:
 - They agreed to the terms in this order in reliance on the Landlord's representative's statements about remedies ordered in similar cases by the LTB in the past, with which the Tenants now disagree;
 - Because of their personal circumstances, they did not see an email sent to them by the Landlord's representative prior to the hearing. This email offers more than the amount to which the parties agreed at the hearing;

- One of the Tenants was on pain medications during the mediation and hearing and this prevented her from being at “her cognitive best”; and
 - The mediator failed to advise the Tenants that the Landlord’s representative’s statements in mediation about remedies previously ordered by the LTB were incorrect.
4. 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)
5. 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.” (*Gent v. IMH Pool III LP*, 2017 ONSC 7230 CanLII)
6. The review request does not provide a sufficient reason to revisit the consent order. I say this for the following reasons:
- It was not an error of the LTB for the Tenants to rely on information provided by the Landlord’s representative; it was the Tenants’ responsibility to obtain legal advice and/or information prior to the hearing.
 - That they did not see the offer email is also not an error of the LTB and this email is not “new evidence” that could be the basis for a review because it was available to the Tenants with the exercise of due diligence. One Tenant suffered a significant injury on the date the email was sent but the Tenants have not sufficiently explained why they did not see this email until at least two and a half months after it was sent.
 - That one Tenant was on pain medications is not sufficient to call the consent into question. The Tenants did not ask for an adjournment based on this medication and the Tenants have offered no reason why the fact that one of the Tenants was on medication affected the other Tenant’s ability to understand and agree to terms of a consent.
 - Mediators are not advocates for either party. They can share their knowledge of the LTB’s processes and residential tenancy law but neither party may treat what a mediator says as advice and they also cannot reasonably rely on what a mediator says as advice.
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 or that the Tenants were not reasonably able to participate in the proceeding.

It is ordered that:

1. The request to review order LTB-T-076023-25 issued on February 17, 2026 is denied.
The order is confirmed and remains unchanged.

March 19, 2026
Date Issued

Renée Lang
Vice Chair, 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.