



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

Citation: Cantin (Monirose Properties) v Courtman, 2026 ONLTB 30051

Date: 2026-04-10

File Number: LTB-L-008836-26-RV

In the matter of: Lower Unit A, 300 WOLFE ST
PETERBOROUGH ON K9J2L5

Between: Marc Cantin (Monirose Properties) Landlord

And

Taylor Courtman Tenant

Review Order

Marc Cantin (Monirose Properties) (the 'Landlord') applied for an order to terminate the tenancy and evict Taylor Courtman (the 'Tenant') because:

- the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.

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

This application was resolved by order LTB-L-008836-26 issued on March 18, 2026 pursuant to a consent agreement reached at a hearing held on March 10, 2026 at which the Landlord's Legal Representative, Crystal Francey, and at the Tenant attended

On April 9, 2026, the Tenant requested a review of the order.

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

Determinations:

1. The Tenant submits that they were not able to reasonably participate in the proceedings on March 10, 2026. The substance of this submission is that the Tenant does not believe that the agreement entered into by the parties on March 10, 2026 as reflected in order LTB-L-008836-26 is a fair agreement and they wish to revisit this agreement.
2. The order under review was made on consent of the parties. There is no indication in the request to review that the order does not reflect the terms to which the parties agreed at

the hearing on March 10, 2026. The order reflects that the Tenant was present and did participate in the hearing, and the request to review does not indicate otherwise.

3. 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)
4. 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)
5. The review request does not provide a sufficient reason to revisit the consent order.
6. On the basis of the submissions made in the request, I am not satisfied that the Tenant was not able to reasonably participate in the proceedings.

It is ordered that:

1. The request to review order LTB-L-008836-26 issued on March 18, 2026 is denied. The order is confirmed and remains unchanged.

April 10, 2026
Date Issued

Benjamin Seigel
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.