



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

**Citation:** Matinkhah v York Property Management, 2026 ONLTB 38401

**Date:** 2026-05-12

**File Number:** LTB-T-024059-25-RV

**In the matter of:** 803, 1445 OUELLETTE AVE  
Windsor ON N8X1K1

**Between:** Arash Matinkhah Tenant  
Niloofar Naghdi Pour

**And**

York Property Management Landlord

### **Review Order**

Arash Matinkhah and Niloofar Naghdi Pour (the 'Tenant') applied for an order determining that York Property Management (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was resolved by order LTB-T-024059-25 issued on April 10, 2026 pursuant to a consent agreement entered into by the parties on April 8, 2026.

On May 8, 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 Tenant submits there was a serious error in the proceedings as they did not understand the party they were negotiating with was a representative of the Landlord, and not a neutral third party. The Tenant submits that on this basis their consent was not fully informed.
2. The Tenant submits that because they believed they were speaking to a neutral third party, they accepted that the \$500.00 claimed for a rent abatement in their application was the most they could receive pursuant to it when they were told this while negotiating. However, the Tenant's position is that they made an error when applying to the LTB, and do not believe that \$500.00 represents the actual extent of their damages.

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. I have reviewed the recording of the consent being taken. The Landlord’s Representative articulates the terms they are consenting to on behalf of the Landlord and answers questions clarifying that the tenancy has terminated, and when the Landlord will pay the amount the Landlord is agreeing to pay.
6. The Member then clearly articulates the terms of the consent agreement back to the parties and asks the Tenant if they understand and agree to those terms. The Tenant indicates that they do.
7. If there was any mistake made on the part of the Tenant, I find that it was not in relation to the actual terms of the agreement or the consequences of those terms. Further, the Tenant does not explain in their request how this mistaken belief continued when the Landlord’s Representative presented the terms on behalf of the Landlord and consented on behalf of the Landlord to the agreement.
8. I find that the submissions made by the Tenant when combined with a review of the hearing recording are insufficient to establish that a serious error occurred in the proceedings, and that the Board should consider the extraordinary remedy of setting aside a consent order in these circumstances.

**It is ordered that:**

1. The request to review order LTB-T-024059-25 issued on April 10, 2026 is denied. The order is confirmed and remains unchanged.

**May 12, 2026**  
**Date Issued**

15 Grosvenor Street, Ground Floor  
Toronto ON M7A 2G6

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Benjamin Seigel  
Member, Landlord and Tenant Board

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.