



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

Citation: Srikumaran v Odecia, 2026 ONLTB 43594

Date: 2026-06-01

File Number: LTB-L-022121-26-RV

In the matter of: 2203 CRYSTAL DR
OSHAWA ON L1L0W7

Between: Praveenen Srikumaran Landlord
Swarnaranee Srikumaran

And

Shinell Odecia Tenant

Review Order

Praveenen Srikumaran and Swarnaranee Srikumaran (the 'Landlord') applied for an order to terminate the tenancy and evict Shinell Odecia (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-022121-26, issued on May 4, 2026.

On May 29, 2026, the Tenant requested a review of the order.

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

Reasons:

1. 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.
2. The application was heard on April 29, 2026. At the hearing, the parties agreed to a settlement wherein the tenancy would terminate on May 1, 2026 unless the Tenant paid her rent arrears by that date. Pursuant to their agreement, the parties asked the Member to issue an order on consent. The Member issued the requested order on May 4, 2026.
3. The Tenant requests a review, for three reasons.
4. First, the Tenant says that she felt “forced to agree” to the consent order because she “did not get a chance to speak.” She has not explained how she was prevented from speaking. Since the parties had agreed to a settlement, there would have been nothing relevant to say other than to confirm consent to the order. The Tenant did not have to consent to the order; if she had not, then a hearing would have been held wherein she

could have given her evidence and submissions going to the merits of the application. Her review request does not set out any basis for concluding that she was forced to agree to the settlement.

5. Second, the Tenant says that she did not have time to retain a lawyer. However, she does not say that she raised that issue at the hearing or asked that the matter be adjourned so that she could retain a lawyer.
6. Third, the Tenant says that she was on several medications during the hearing and was “not in her right state of mind.” However, there is nothing in the review to suggest that she lacked the legal capacity to participate in proceedings and make decisions. She also does not appear to have raised that issue or asked that the matter be adjourned.
7. In short, the Tenant could have opposed the application, and could have requested an adjournment for the purpose of preparing for the hearing and retaining counsel. However, she was perfectly within her rights to instead reach a settlement with the Landlord. Having done so, there is no basis for her to now challenge the terms of that settlement on review.

It is ordered that:

1. The request to review order LTB-L-022121-26 issued on is denied. The order is confirmed and remains unchanged.

June 1, 2026
Date Issued

Dale Whitmore
Member, Landlord and Tenant Board

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

