



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

Citation: Praveen Kumar Reddy v Aquino, 2026 ONLTB 46086

Date: 2026-06-09

File Number: LTB-L-023235-26-SA-RV

In the matter of: 153 SONOMA LANE
STONEY CREEK ON L8E0J9

Between: Rachamreddy Praveen Kumar Reddy Landlord
Vijaya Sri Naga Sai Tulasi Kakarla

And

Marites Tabuena Aquino Tenant
John Richard Martin

Review Order

Rachamreddy Praveen Kumar Reddy and Vijaya Sri Naga Sai Tulasi Kakarla (the 'Landlord') applied for an order to terminate the tenancy and evict Marites Tabuena Aquino and John Richard Martin (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant failed to meet a condition specified in the order issued by the Board on March 6, 2026 with respect to application LTB-L-082529-25-SA.

The Landlord's application was resolved by order LTB-L-023235-26, issued on March 20, 2026. This order was issued without a hearing being held.

On March 29, 2026 the Tenants filed a motion to set aside order LTB-023235-26. This motion was resolved by order LTB-L-023235-26-SA issued on May 13, 2026 pursuant to a consent order agreed to by the parties.

On June 9, 2026, the Tenant requested a review of order LTB-L-023235-26-SA.

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

Determinations:

1. Order LTB-L-023235-26-SA is an order pursuant to which the parties agreed to set aside order LTB-023235-26 and replace it with a voidable termination order that provided the Tenant until May 31, 2026 to bring the rent arrears to a zero balance and void the order, failing which the tenancy is terminated.

2. The Tenant checks the box in the request to review indicating they believe there is a serious error in the order or proceedings, however they provide no submissions as to any error contained in the order or proceedings.
3. Instead, the Tenant simply requests that the Board grant an extension to the time permitted to void the order as the Tenant states they have cashed a sufficient amount of investments to pay the Landlord, but these funds will not clear their bank until after the date the eviction is enforced.
4. A review is not an opportunity to revisit a consent order of the Board issued pursuant to an agreement reached by the parties.
5. 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)
6. 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)
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.

It is ordered that:

1. The request to review order LTB-L-023235-26-SA issued on May 13, 2026 is denied. The order is confirmed and remains unchanged.

June 9, 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.