



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

Citation: Good Shepherd Non-Profit Homes Inc. v Munger, 2026 ONLTB 49304

Date: 2026-06-22

File Number: LTB-L-033646-26-SA-RV

In the matter of: 201, 5528 BUCHANAN AVE
NIAGARA FALLS ON L2G3T8

Between: Good Shepherd Non-Profit Homes Inc. Landlord

And

Brant Munger Tenant
Sinceray Hightower

Review Order

Good Shepherd Non-Profit Homes Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Brant Munger and Sinceray Hightower (the 'Tenants') and for an order to have the Tenants pay compensation for damage they owe because the Tenants did not meet a condition specified in the order issued by the LTB on April 14, 2026 with respect to application LTB-L-018353-26, LTB-L-042826-25.

The Landlord's application was resolved by order LTB-L-033646-26, issued on April 21, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-033646-26. This motion was resolved by order LTB-L-033646-26-SA issued on June 17, 2026 pursuant to a consent agreement reached by the parties.

On June 19, 2026, the Tenant requested a review of order LTB-L-033646-26-SA

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

Determinations:

1. The Tenant submits there is a serious error in the order as they have concerns about the factual and legal basis on which the order was made, the procedural history of the matter, and as the Tenant states they have made substantial progress to address the conditions that grounded this application.
2. A review is not an opportunity to revisit a consent order of the Board issued pursuant to an agreement reached by the parties.

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. 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-033646-26-SA issued on June 17, 2026 is denied. The order is confirmed and remains unchanged.

June 22, 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.