



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

Citation: Northview ONE Sub LP v Tamilia, 2026 ONLTB 50609

Date: 2026-06-25

File Number: LTB-L-027100-26-RV

In the matter of: 506, 129 WELLINGTON ST
BRANTFORD ON N3T5Z9

Between: Northview ONE Sub LP Landlord

And

Patrick Tamilia Tenants
Jazzlyn Gravestock

Review Order

Northview ONE Sub LP (the 'Landlord') applied for an order to terminate the tenancy and evict Patrick Tamilia and Jazzlyn Gravestock (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-027100-26 issued on June 12, 2026.

On June 25, 2026, the Tenant Jazzlyn Gravestock requested a review of the order.

A preliminary review of the review request was completed without a hearing. In determining this request, I listened to the audio recording for this hearing.

Determinations:

1. The order under review was made on consent of the parties after a mediation.
2. The Tenant submits that they were not reasonably able to participate in the proceedings because they were not legally represented, they felt they had no choice but to agree to the terms presented, and they did not understand the consequences of entering into a consent agreement containing a s.78 provision. The Tenant submits that they were not given an opportunity to receive advice on the hearing date from Tenant Duty Counsel ('TDC').
3. The Tenant does not submit that the terms in the order are different than those to which the Tenant agreed.

4. TDC is a service that is provided by a third party. The LTB has no control over whether TDC is available for any given hearing block or matter. The notice of hearing gave the Tenant sufficient information about how to contact their local legal clinic or TDC in advance of the hearing. It appears that the Tenant did not exercise due diligence to obtain legal advice or representation prior to the hearing. This is not an error of the LTB and it does not support a submission that the Tenant was not reasonably able to participate in the proceedings. The Tenant's failure to seek out legal assistance prior to the hearing is not reasonable. The Tenant submits that they have disabilities but they have not explained how their disabilities affected their capacity to seek legal assistance.
5. On the date of the mediation, the Tenant could have decided not to agree to mediation. If they had done so there would have been a contested hearing. Once the Tenant agreed to participate in mediation, the Tenant could have decided not to consent to the terms proposed by the Landlord and if the Tenant had done so, there would have been a contested hearing. The Tenant does not submit that their disabilities affected their capacity to agree to participate in mediation or to agree to settlement terms.
6. The Tenant submits that they did not understand the consequences of s.78 of the *Residential Tenancies Act, 2006* (the 'Act'). The hearing recording does not support this submission. At the hearing at which the parties agreed to the terms, the Tenant was asked if s.78 of the Act was explained to them and if they understand s.78 of the Act. The Tenant responded "yes" to both questions.
7. 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)
8. 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)
9. The review request does not provide a sufficient reason to revisit the consent order.
10. On the basis of the submissions made in the request, I am not satisfied that the Tenant was not reasonably able to participate in the proceeding.

It is ordered that:

1. The request to review order LTB-L-027100-26 issued on June 12, 2026 is denied. The order is confirmed and remains unchanged.

June 25, 2026
Date Issued

Renée Lang
Vice Chair, 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.