



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

File Number: LTB-L-071326-25-RV

In the matter of: 15, 42 RICE RD
WELLAND ON L3C5Y6

Between: Megna Property Management Landlord

And

Isabella Aurora Warring
Emmett Wick Smith Tenant

Review Order

Megna Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Isabella Aurora Warring and Emmett Wick Smith (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-071326-25 issued on November 26, 2025. Only the Landlord attended the hearing on November 3, 2025.

On December 11, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 11, 2025 interim order LTB-L-071326-25-RV-IN was issued, staying the order issued on November 26, 2025.

This request to review was heard by videoconference on January 6, 2026.

The Landlord's Agent, Paul Megna, and the Tenant, Isabella Aurora Warring, attended the hearing. Darcy Perron ("DP") attended the hearing as the Landlord's witness.

Determinations:

1. The Tenant testified that she was not reasonably able to participate in the hearing on November 3, 2025 as she did not receive the Notice of Hearing. She testified that the Tenant's mailbox has been open since the tenancy commenced and that she does not have the key to the mailbox.
2. The Tenant testified that the former superintendent unlocked the mailbox for her when she moved in and despite informing the former and current superintendent, the Landlord has not addressed her mailbox issue.

3. DP is the current superintendent of the property. He testified that the Tenant's mailbox is secured, that the Tenant has the key to the mailbox, and that he has seen the Tenant retrieving mail from the mailbox. He testified that he gave the Tenant the only key to the mailbox after the Tenant lost the key in July 2025. He testified that he asked the Tenant for a copy of the key or bring back the key for him to make a copy but the Tenant has not done so.
4. Board records indicate that the Notice of Hearing was mailed to the Tenant on September 15, 2025. There is no record that the Notice of Hearing was returned to the Board.
5. The Tenant provided no documentary evidence that she complained to the Landlord about the mailbox before the hearing date.
6. While the Tenant submitted a photograph of the Tenant's opened mailbox, the Landlord submitted a photograph of Tenant's mailbox locked and secured. Both parties submit the photographs were taken during the hearing. While the Tenant alleges in her request to review that she did not receive the Notice of Hearing, there is no mention of the mailbox issue in the request to review.
7. Upon a review of the Tenant's emails to the Landlord's Agent on December 10, 2025 and December 11, 2025, the Tenant does not mention not receiving the Notice of Hearing or the mailbox issue to the Landlord. If the Tenant had a genuine issue with the mailbox, I find it unlikely that she would not have communicated her concern with the Landlord in writing before the hearing.
8. In *Berezovs'ka (Q Res IV Operating GP Inc. v. Berezovs'ka, 2017 ONSC 5541 CanLII (Div. Ct.))*, at para. 8, the Court noted that:

If parties are not diligent in dealing with legal proceedings, then they cannot demand that a Tribunal waste its resources by rehearing matters a second time. To allow this would undermine the ability of the administration of justice to deliver timely, cost-effective and final orders.

9. Based on the submissions before the Board, I am not persuaded that the Tenant had an issue with her mailbox and I find that the Tenant had a reasonable opportunity to participate, but either did not exercise due diligence in checking their mail or informing the Landlord of an issue with their mailbox or chose not to attend the hearing. As such, the Tenant's request for review must be denied.
10. The Tenant asks that the lifting of the stay be delayed until February 28, 2026. The Landlord opposes the request submitting that any further delay would be prejudicial to the Landlord.
11. Given that the Landlord holds a last month's rent deposit, I find it reasonable to delay the lifting of the stay to allow the Tenant some time to secure alternative housing.
12. While the Landlord submits there is prejudice to them, the Landlord provided no specifics, and I am not convinced that a 30-day delay will unduly prejudice the Landlord who is a corporate landlord. As such, the stay will be lifted effective February 13, 2026.

It is ordered that:

1. The request to review order LTB-L-071326-25 issued on November 26, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on December 11, 2025 is cancelled. The stay of order LTB-L-071326-25 is lifted on February 13, 2026.

January 14, 2026

Date Issued

Vicky Liu

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.