



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

Citation: MetCap Living Management Inc. v Sernasie, 2026 ONLTB 33982

Date: 2026-04-24

File Number: LTB-L-016375-26-RV

In the matter of: 404, 14 WESTDALE DR
WELLAND ON L3C2S2

Between: MetCap Living Management Inc. Landlord

And

Matthew Sernasie Tenant

Review Order

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Matthew Sernasie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. The Landlord also claimed charges related to NSF cheques.

This application was resolved by order LTB-L-016375-26, issued on April 15, 2026.

On April 24, 2026, the Landlord 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 8, 2026. At the hearing, the parties agreed that the Tenant had paid all the arrears owing to April 30, 2026, plus an additional \$42.59. They further agreed that the Tenant was required to reimburse the Landlord for its filing fee of \$186.00. The balance the Tenant owed was therefore \$143.41.
3. On consent, the parties requested that the application be resolved by an order that the Tenant pay the balance of the filing fee by May 1, 2026. On April 15, 2026, the Landlord and Tenant Board (LTB) issued the requested order. The order also included "Agreed Facts" stating that the Tenant had paid all the rent that was in arrears to April 30, 2026, and did not owe anything other than the balance of the filing fee.
4. The Landlord requests a review on the basis that "there was a pending reversed cheque payment made on April 2, 2026." I take it to mean that the Tenant had made a payment

by cheque, but that the payment was subsequently returned NSF. It is not clear whether the payment was made on April 2, or returned NSF on April 2. In any case, the Landlord argues that, because the payment was returned, the Tenant in fact did not pay all his arrears so the agreed facts set out in the order are incorrect.

5. Guideline 8 sets out that a review may be granted if there is new evidence which was unavailable at the time of the hearing. In this case, the Landlord has not explained why evidence of the returned payment would have been unavailable at the April 8 hearing. On the basis of the submissions in the review request, I am not satisfied that the Landlord could not, with reasonable diligence, have come to the hearing knowing the correct amount the Tenant owed.
6. The order was issued on consent. The parties both agreed that the Tenant would only be ordered to pay \$143.41. They are bound by that agreement. The review will be denied.
7. If a cheque was returned NSF after the hearing, the Landlord can still serve a new N4 notice and bring a new application for rent arrears. If it does, then in that proceeding the LTB can determine whether the "Agreed Facts" from this proceeding would operate to bar the Landlord from claiming the arrears. I suspect that they would not, but I leave that determination to the Member who hears the new application.

It is ordered that:

1. The request to review order LTB-L-016375-26 issued on is denied. The order is confirmed and remains unchanged.

April 24, 2026

Date Issued

Dale Whitmore

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.

