



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

Citation: MacIntosh v MetCap Living Management Inc., 2026 ONLTB 40538

Date: 2026-05-25

File Number: LTB-T-030792-25-RV

In the matter of: 56 Weeping Willow Lane
Ottawa ON K2K1E4

Between: Sandra Rita MacIntosh Tenant

And

Westrich Pacific LTD c/o MetCap Living Landlord
Management Inc.

Review Order

Sandra Rita MacIntosh (the 'Tenant') applied for an order determining that MetCap Living Management Inc. (the 'Landlord') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household and did not meet its maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act').

This application was resolved by order LTB-T-030792-25 issued on November 24, 2025 and based on an Adjudicate Case Conference (ACC) hearing where only the Tenant attended on November 13, 2025.

On December 24, 2025, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved. The Landlord alleges that they were not reasonably able to participate in the hearing because they had no knowledge of the proceedings.

On December 24, 2025 interim order LTB-T-030792-25-RV-IN was issued, staying the order issued on November 24, 2025

This review was heard by videoconference on March 3, 2026.

The Tenant, the Landlords' agent, Giovanni Patroni, the Landlord's legal representative, Lavina Volney, and the Landlord's witnesses, Adnan Abdulah (AA) and Alan Harness (AH), attended the hearing.

Determinations:

1. At the onset of the hearing the Landlord raised a preliminary issue with respect to the current ownership of the residential complex. They submit that the property changed ownership on November 3, 2025 from Starlight to Westrich Pacific Ltd. They further submit

that at all material times, Metcap Living Management Inc has been the property management company, and they continue to be the management company and Landlord. They request that the order and application be amended accordingly.

2. It is reasonable that the Tenant was not aware of the change in ownership as of the ACC as the management company remained the same. The Tenant does not dispute the name addition as it does not change the result of the underlying order.
3. Section 18 of the Act states that covenants concerning things related to a rental unit or the residential complex in which it is located run with the land, whether or not the things are in existence at the time the covenants are made.
4. According, the original order is amended to add the Landlord, Westrich Pacific Ltd.

Was the Landlord given a reasonable opportunity to participate?

5. In the Landlords review request they submit that they were not reasonably able to participate in the ACC that took place on November 13, 2025 on the basis that they had no record of the proceeding within their legal department or internal case-management systems.
6. AH testified that he is the resident manager for Metcap. They collect rent, process purchase orders and organize maintenance requests. They testified that in general, when they receive any hearing documents, that they forward the material to head office for review.
7. Under cross examination AH admitted that he received the envelope given to them by the Tenant on or about November 5, 2025 but that they were not aware what the contents of the folder was or what was contained on the USB stick in the envelope. Under direct examination they also stated that they did not open it, but that they scanned it and faxed it to the Property Manager. They also stated that this was not the only interaction they had with the Tenant as they interact often. They do not recall every receiving a notice of hearing. In redirect they affirmed that they sent the contents of the envelope to the Property Manager, Giovanni Patronni (GP), but they did not state which date it was given.
8. Entered into evidence was a photograph taken by the Tenant when they handed their disclosure evidence to AH on November 5, 2025. The envelope clearly indicates "Evidence" on the top with a reference to the file number of LTB-T-030792-25. The envelope included the Tenants name and rental unit address.
9. The Landlord's agent, GP, testified that he had no knowledge of the hearing. He is the senior Property Manger for the portfolio in Ottawa, which includes this residential complex, and has been employed in this role for approximately 3 years. He denies ever receiving notice of the hearing. They have regular Monday meeting with staff to discuss any current legal files and that it was not mentioned at any Monday meetings.
10. GP confirmed his email address is the one provided on the Tenant's application. They further submit that the address listed for the Landlord on the Tenant's application is not their head office, but they do receive mail at the location listed on the Tenant's application at 19A Varley Drive in Kanata, but they did not receive the Notice of Hearing at that

location or were not advised of it being delivered there. They submit that they generally receive notice from the legal department regarding any application and they are advised when they are questioned about material events.

11. GP was unable to provide any correspondence regarding their address for receiving documents for the Landlord that would have been updated after the tenancy agreement which lists the address for service as 19A Varley Drive in Kanata. I accept that they received a copy of the order by email from the Tenant on November 25, 2025 and they forwarded the order to their legal department at that time.
12. While I agree that the Tenant did not provide supporting evidence that they specifically served the Landlord with the Notice of Hearing for the ACC, I do not agree that the Landlord was not aware of the proceedings. In my view, the Landlord ought to have been aware of the hearing had they exercised reasonable diligence once the Tenant gave them the disclosure evidence on November 5, 2025 with the file number, the Tenant's name and rental unit address listed. She handed it directly to a direct employee of the Landlord and photographed the exchange on this date.
13. Additionally, the Tenant is not required to serve the Landlord notice of the hearing, the LTB is.
14. The LTB's records indicate that the Notice of Hearing was emailed to the Landlord to the attention of GP on August 1, 2025. It was not returned as undeliverable. It was emailed to the email address confirmed by GP at the hearing. I accept that he may not have been aware of the notice as there was no consent for service via email and it may have gone to his junk folder.
15. The LTB also mailed a copy of the Notice of Hearing and application to the attention of GP on October 15, 2025 which would be deemed served by mail on October 20, 2025. This document was not returned to the LTB as undeliverable. It was mailed to the address listed on the Tenant's application and lease agreement which was to 19A Varley Drive in Kanata.
16. While I can accept that this is not the address that legal correspondence should go to for the Landlord, I am not satisfied that the Landlord updated their address for service to the Tenant. GP also confirms they receive mail at this location.
17. Additionally, the Tenant testified that they spoke briefly with one of the Landlord's agents, Jessica Rumsey, at the rental unit on August 29, 2025 when they were viewing the backyard and they advised them about the upcoming hearing on November 13th. The Tenant states they were the Property Manager at the time and she watched her write the date on a piece of paper
18. Also, the Tenant states that when she handed her disclosure evidence to JH on November 5, 2025, she also told him it was for the upcoming hearing. I have no reason to doubt the Tenant's testimony on these two points. JH's testimony regarding their interaction was indecisive and he could not recall details about what was in the envelope but admitted he faxed and scanned the documents to head office and could not put the USB drive into his computer.
19. More likely than not, the Landlord failed to exercise reasonable diligence to attend the ACC or to make reasonable inquiries regarding the proceedings despite their knowledge of

it at least on November 5, 2025 – 8 days prior to the hearing, or when they were notified on August 29, 2025 but took no steps to inquire about the matter further.

20. 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. See *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 CanLII (Div. Ct.)
21. Accordingly, having found that the Landlord failed to exercise reasonable diligence, the review request must be denied. I am unable to find that the Landlord was not given a reasonable opportunity to participate in the proceedings.

It is ordered that:

1. The request to review order LTB-T-030792-25 issued on November 24, 2025 is denied. The order is confirmed. The order is amended to add the named Landlord, Westrich Pacific Ltd. All other parts of the order remain unchanged.
2. The interim order issued on December 24, 2025 is cancelled. The stay of order LTB-T-030792-25 is lifted immediately.

May 25, 2026
Date Issued

Terri van Huisstede
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.