



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-073312-25

In the matter of: 10, 96 Erie Ave
Hamilton ON L8N2W7

Between: Stinson Limited Partnership c/o EIWO Landlord
Canadian Management Ltd

And

Nathan Thode Tenant

Stinson Limited Partnership c/o EIWO Canadian Management Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Nathan Thode (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on November 19, 2025.

Only the Landlord's representative Gail Kukor Lang attended the hearing.

As of 10:34am, the Tenant was not present nor represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord served a Notice of Termination under section 58 (1) of the Residential Tenancies Act, 2006

58 (1) A landlord may give a tenant a notice of termination of their tenancy on any of the following grounds:

1. The tenant has persistently failed to pay rent on the date it becomes due and payable.

2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, the tenancy shall continue subject to terms and conditions set out below.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The rent is due on the first day of each month and this is a month-to-month tenancy.
5. On August 12, 2025, the Landlord gave the Tenant an N8 notice of termination which indicated a termination date of October 31, 2025. The notice states that the Tenant has persistently failed to pay rent on the date that it is due.
6. The Landlord submits from January 1, 2024, to July 1, 2025, the Tenant paid rent late 18 times out 19 months. The Landlord's representative referred to a ledger providing specific payment information and payment dates over this period.
7. I am satisfied based on a balance of probabilities and based on the uncontested evidence of the Landlord, that the Tenant has persistently failed to pay rent the date it was due.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
10. The Landlord submits that despite service of the N8 notice of termination, the Tenant has continued to not pay rent on the date it is due. Since the notice was given the Tenant has made the following payments with respect to their monthly rent.
 - August 2025, rent paid on October 18, 2025;
 - September 2025, rent paid on September 2, 2025;
 - October 2025, rent paid on October 1, 2025;
 - November 2025, rent paid on October 29, 2025.
11. At the hearing, the Landlord requested a pay on time order. Given the circumstances, I find this request to be quite reasonable and so the Landlord's request is granted. I note that the tenancy started on October 1, 2012. I am satisfied that it is likely a pay on time order will correct the payment behaviour of the Tenant.
12. This order contains all of the reasons within it and no further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the lawful monthly rent for December 2025 and January 2026, on or before January 23, 2026.
3. Commencing February 1, 2026, and continuing to and including January 1, 2027, the Tenant shall pay their lawful monthly rent, in full and on or before the first day of each month.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 and 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 24, 2026, at 4.00% annually on the balance outstanding.

January 12, 2026

Date Issued

Reshad Nazeer

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.