



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-106849-25

In the matter of: 4, 13 WESTINGHOUSE AVE
HAMILTON ON L8L6E4

Between: Tamburello Realty Inc. Landlord

And

Joseph Lomano Tenant

Tamburello Realty Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Joseph Lomano (the 'Tenant') because:

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

This application was heard by videoconference on February 3, 2026.

The Landlord's Agent, Matthew Tamburello, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 18, 2025, the Landlord gave the Tenant an N8 notice of termination with the termination date of February 28, 2026. The termination date is the end of the rental period.
4. The rent is payable on the first day of each month.
5. The notice of termination contains the following allegations: the Tenant was late in paying his rent four times in seven months. The notice of termination reads as follows:

August 5, 2025 – returned item

September 3, 2025 returned item,

October 3, 2025 returned item

December 3, 2025 returned item.

6. The Tenant's position was that he paid his rent late only once, in August 2025, and he had informed the Landlord on July 24 or 25, 2025 that the payment would be late due to a CRA discrepancy. Nevertheless, the Landlord attempted to withdraw the funds on August 1, 2025.
7. According to the Tenant, he paid the rent by electronic transfer on time (except for August 2025) as follows: on September 25, 2025 the Tenant paid rent for October 2025, on October 29, 2025 he paid rent for November 2025, and on November 26, 2025 he paid rent for December 2025; however, the Landlord accepted the rent late. For example, the December rent was only accepted on December 14, 2025.
8. The alleged late payments occurred after the current Landlord acquired the residential complex in May 2025.
9. The Landlord requires tenants to pay their rent by PAD, which means preauthorized debit.
10. According to the Landlord the PAD system is used by all tenants and works well for everyone. It is a system with high security.
11. The Landlord manages multiple buildings, and has to be notified when a tenant wants to pay rent by e-transfer. As such, it creates more work to monitor the individual tenancies.
12. The Tenant submitted that he was forced by the current Landlord to use the PAD system; however, he does not trust the system. The Tenant's previous Landlord was not set up for PAD and as such the Tenant paid rent by e-transfer. The Tenant wished to continue to pay rent by electronic transfer, as he did with his previous Landlord.
13. The Tenant is not comfortable with the PAD system, because the payments are not posted until the 3rd day of the month. As such, the Tenant blocked the Pad system which resulted in returned item messages.
14. The Tenant is a senior with a disability, he has been residing in the rental unit for 8 years.
15. The lease agreement entered into on or about March 1, 2018 does not state that rent be paid by pre-authorized debit, rather by direct deposit.

Analysis:

16. The lease did not provide for rent to be paid by pre-authorized debit. When the current Landlord took over the residential complex, the Tenant did not agree to change the terms of the lease. A landlord cannot unilaterally change the terms of the lease. As such, the Tenant was not obligated to pay rent by PAD, unless he agreed to the change. The Tenant did not do so at the time.
17. I find that the alleged late payment of rent was a result of unauthorized PAD withdrawal attempts by the Landlord, while the Tenant was paying his rent on time by electronic transfer.
18. As such, the Landlord's application will be dismissed.

19. I note that the Tenant has now agreed to use the PAD system to pay his rent, and as such, there should be no further issues with late payments.

It is ordered that:

1. The Landlord's application is dismissed.

February 27, 2026
Date Issued

Jana Rozehnal
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.