



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-107322-25

In the matter of: Lower-Level Basement, 270 Main St
Schomberg ON L0G1T0

Between: 811880 ONTARIO LIMITED Landlord

And

Paul Zettler Tenant

811880 ONTARIO LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Zettler (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

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

811880 ONTARIO LIMITED (the 'Landlord') also applied for an order requiring Paul Zettler (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

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

The Landlord's Agents Angelo Direzze, and Donata Direzze and Anna Direzze and the Landlord's Legal Representative Marian Lippa and the Tenant attended the hearing.

Determinations:

1. At the outset of the hearing there was a dispute between the parties with respect to who was the Tenant of the rental unit. The N5 and L2 lists Paul Zettler as the sole Tenant of the rental unit, however at the hearing Shelly McIntyre indicated that she was the Tenant of the rental unit.

2. The Landlord Representative took the indicated that the only Tenant is Paul Zettler who took over the lease as an assignment in 2018. In support of this the Landlord relied on a prior decision of the Board LTB-L-056680-25.
3. LTB-L-056680-25 is an L4 Application which was directed to a hearing. It identifies only Paul Zettler as a Tenant in the style of cause and also indicates that both the Tenant Paul Zettler and the Tenant's partner Shelly McIntyre attended the hearing. The order also indicates at paragraph 9 that

"It was submitted that Tenant, Paul Zettler assumed the tenancy through an assignment of lease sometime in 2018. This is a longer-term tenancy, the Tenant wishes to preserve the tenancy submitting that they are prepared, based on the Board's discretion to entertain a "new" order for payment of rent on time for a 12-month duration"

4. Based on the context of the surrounding paragraphs and its placement within the order, it seems reasonable to infer that this submission came from the Tenant Paul Zettler.
5. The Landlord's Legal Representative indicated the lease agreement was originally entered into between the Landlord and a Michael O'Brien and was assigned to the Tenant in 2018. However, around the same time Mr. O'Brien also created a sublease between himself and Shelly McIntyre.
6. However, the Landlord's Legal Representative indicated that this sublease was entirely unknown to the Landlord and as far as the Landlord was concerned Paul Zettler was the Tenant and the sublease was never known to the Landlord until this prior hearing before the Board.
7. The Landlord's Legal Representative also indicated that Paul Zettler has paid the rent directly to the Landlord.
8. Shelly McIntyre indicated that she was the only person on the lease agreement was also a Tenant.
9. Shelly McIntyre testified that she has been the person who has always paid the rent. She testified that the only lease which exists is the lease between her and Mr. O'Brien. She testified that she had a conversation with the Landlord Angelo Direzze who had a copy of this sublease and testified that she had provided a copy of a credit report at his request. She testified that after Mr. O'Brien moved out, Angelo Direzze indicated to her that the terms of the lease would continue and she would have to begin paying the rental to them directly.
10. Ms. McIntyre testified that they did not assume Mr. O'Brien's lease which also included a commercial unit. She indicated that she was the primary Tenant and Paul Zettler was also a Tenant.
11. I am satisfied that Paul Zettler is the only Tenant of the rental unit. The prior order from the Board LTB-L-056680-25 clearly indicates that the only Tenant of the rental unit is Paul Zettler. It also contains submissions from Mr. Zettler indicating that he assumed the lease through an assignment in 2018 and wished to preserve the tenancy. I note that this decision was issued on September 12, 2025 and no request to review or amend was made

by the Tenant. Therefore, I find that this matter has already been decided by the Board and is *res judicata* for the purposes of this proceeding.

12. I also note that even if I were to accept the submission of Ms. McIntyre that she was the only one who signed a lease with the Landlord, this would mean that Paul Zettler is not a Tenant of the rental unit. Therefore, I am satisfied that it is not open to me to determine that both Paul Zettler and Shelly McIntyre are Tenants.

The N5

13. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy shall continue provide the Tenant meets the conditions set out in this order.
14. The Tenant was in possession of the rental unit on the date the application was filed.
15. On December 6, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: that on or about October 28, 2024, the Landlord discovered that the Tenant had failed to pay his Hydro One bills for approximately two years. Despite repeated instructions from the Landlord, the Tenant never transferred the Hydro One account into their own name as required. The N5 indicates that to date, the Landlord has been forced to continue paying the Hydro One bills to prevent the arrears from being added to their property tax roll, thereby incurring ongoing financial hardship as a direct result of the Tenant's failure to comply.
16. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
17. The Landlord Anna Direzze testified that they are seeking funds the Tenant owes for outstanding electricity charges from November 2022 to December 2025. She testified that in 2024 they received a letter from the electricity provider stating the account was in arrears which was a surprise as they believed the bills were being paid by the Tenant. She testified that the electricity to the unit was going to be shutoff, so the Landlord felt they had to pay to ensure it was not interrupted.
18. She testified that on April 29, 2025, the Tenant was sent a letter altering them to the non payment, however the Tenant did not pay the electricity arrears. On December 6, 2025, the N5 was served but the Tenant has not made any payments towards the electricity arrears.
19. She testified the Tenant assumed the lease by way of assignment and the original lease agreement required the Tenant to pay electricity charges.
20. She testified that she did not know how long the non-payment had occurred and was not certain if payments were made between 2018 and 2022, and was not aware who was receiving the electricity bills.
21. The Landlord Angelo Direzze testified that he allowed the former Tenant Michael O'Brien to assign his lease agreement. He testified that after the assignment he informed the

Tenant Paul Zettler that he was required to pay electricity charges, however the Tenant disputed this. He testified that he assumed the matter was resolved as he was not receiving any bills or notices of non-payment, and therefore assumed the Tenant had begun paying electricity charges.

22. He testified that there are multiple units in the complex, each with its own meter, and the basement unit has its own metre for electricity.
23. The Tenant testified that the only lease he is aware of is the lease between Ms. McIntyre and Mr. O'Brien and that does not require him to pay electricity charges. He testified that he never assumed a lease from Mr. O'Brien.
24. The Tenant also speculated that the electricity bills could cover both his unit and a unit above and testified that he was informed by the electricity provider that there had never been a separate account for the lower rental unit, as an account had never been created. He testified that he was not aware that the non-payment had been an issue as he had not been receiving any bills from the provider.
25. For the reasons detailed above, I am satisfied that the Tenant Paul Zettler assumed the tenancy by way of assignment in 2018. I am also satisfied that the Tenant was required by the original lease agreement to pay electricity charges. I am further satisfied that the Landlord therefore paid these charges to avoid the electricity to the unit being interrupted.
26. I also accept that these electricity charges have not been paid, and that after receiving the N5 Notice of Termination the Tenant failed to pay the outstanding electricity arrears.
27. Therefore, I find that the Tenant did not correct the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the Residential Tenancies Act, 2006 (Act).
28. I found the Tenant's testimony that there had never been an account for the rental, and the suggestion that their meter was capturing two units to be speculative, and unsupported by clear documentation. Instead, I prefer the clear evidence of the Landlord including the bills themselves, which clearly indicate they are for the rental unit.
29. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utilities

30. Based on my findings above I am satisfied that the Tenant failed to pay electricity costs that they were required to pay under the terms of the tenancy agreement.
31. I am also satisfied that Landlord has incurred reasonable out-of-pocket expenses of \$3,151.93 because of the Tenant's failure to pay electricity costs. The Landlord has provided a comprehensive bill history including all unpaid charges, and I accept the testimony that these charges were paid by the Landlord to ensure that electricity was maintained.

Relief from eviction

32. 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. The Landlord sought termination, or a conditional order allowing the Tenant to preserve the tenancy by paying the electricity arrears. Given that this situation appears to have arisen due to a misunderstanding between the parties with respect to the responsibility for electricity payments, I am satisfied that it is appropriate to allow the Tenant an opportunity to preserve the tenancy.

It is ordered that:

1. tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the Landlord \$3,151.93 for unpaid electricity arrears by March 31, 2026.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 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.
4. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
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 March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

March 9, 2026**Date Issued**_____
Reid Jackson

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.