



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-015549-26

In the matter of: 1, 1218 King St E
Hamilton ON L8M1G5

Between: 905 Rental Homes Landlord

and

Nicholas Nusca Tenant

905 Rental Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Nicholas Nusca (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 4, 2026.

The Landlord's Agents, Carlos Vega and Carmen Vega, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,470.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.33. This amount is calculated as follows: \$1,470.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,300.00 to the Landlord since the application was filed.
6. It was undisputed that the rent arrears owing to May 31, 2026 are \$5,355.00.
7. The Landlord collected a rent deposit of \$1,350.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
8. Interest on the rent deposit, in the amount of \$9.63 is owing to the Tenant for the period from January 1, 2026 to May 4, 2026.

Section 83

9. Section 83(3)(a) of the *Residential Tenancies Act, 2006* (the 'Act') states that the Board must refuse to grant an eviction application where satisfied that "the landlord is in serious breach of the landlord's responsibilities under this Act or of any material covenant in the tenancy agreement". In order for this section to apply the breach must be significant in its impact on the Tenant and it must be ongoing as of the date of the hearing.
10. The Tenant states that he has no heat, which I have considered under section 83(3)(a) of the Act.
11. The Tenant testified that he does not have any heat in the rental unit and that this has been an ongoing issue since 2023. He testified that the Landlord would complete a temporary fix and then in two weeks the heat will stop working again. He testified that the mini-split unit rattles that he is afraid it will fall so he turns it off. He testified that he has complained about the heat to Carlos on numerous occasions, most recently this week.
12. Carlos Vega ('CV') is one of the owners of 905 Rental Homes. He denies that there is no heat in the rental unit. He testified that there is an issue with only the mini-split in the living room, which is getting clogged from the Tenant smoking in the rental unit, despite smoking being prohibited pursuant to the tenancy agreement. He testified that he inspected the Tenant's complaint last week and it does rattle, but there is heat and he verified that when he was there.
13. Based on the evidence before the Board, I am not satisfied that the Tenant has led sufficient evidence to support a finding that the Landlord is in serious breach of the Act. I say this because it is the Tenant's own evidence that there is no heat because he turns the mini split unit off due to rattling. While the Tenant states that is because of the rattling, the Tenant led insufficient evidence to demonstrate that the rattling is so bad that his only option is to live with no heat. The Tenant simply states that it rattles, but there was no evidence that the rattling is a safety issue or otherwise necessitates not running the unit at all. It has never fallen off the wall, and there was no evidence that it has ever come loose or otherwise presented as a safety concern. For these reasons, I am not satisfied that the Landlord is in serious breach of their obligations under the Act.
14. Pursuant to section 83(2) of the Act, I must also consider all of the circumstances in deciding whether to exercise discretionary relief from eviction under section 83(1).
15. The Tenant testified that he can pay all arrears owing, in full, by May 18, 2026. Considering the timing of this order and that the Tenant is only requesting until May 18, 2026 to pay the arrears in full, I find it reasonable in the circumstances to order that the Tenant pay all arrears in full by May 26, 2026. This provides the Tenant with an additional 8 days than he requested minimizes any prejudice to the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:

- \$5,355.00 if the payment is made on or before May 26, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after May 26, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

4. If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before May 26, 2026.

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,718.69. This amount includes rent arrears owing up to the date of the hearing. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$48.33 per day for the use of the unit starting May 5, 2026 until the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlord the full amount owing on or before May 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 27, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before May 26, 2026, then starting May 27, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 27, 2026.

May 15, 2026
Date Issued

Candace Aboussafy
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 27, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 26, 2026

Rent Owing to May 31, 2026	\$8,655.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,300.00
Total the Tenant must pay to continue the tenancy	\$5,355.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing to Hearing Date	\$7,378.32
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,300.00
Less the amount of the last month's rent deposit	- \$1,350.00
Less the amount of the interest on the last month's rent deposit	- \$9.63
Total amount owing to the Landlord	\$2,718.69
Plus daily compensation owing for each day of occupation starting May 5, 2026	\$48.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	