



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Amelin Property Management v Nitzsche, 2023 ONLTB 19587

**Date:** 2023-02-16

**File Number:** LTB-L-028818-22

**In the matter of:** 1909, 100 FERGUSON AVE S  
HAMILTON ON L8N3Y1

**Between:** Amelin Property Management Landlord

**And**

Marc Nitzsche Tenant

Amelin Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Marc Nitzsche (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 18, 2023.

Only the Landlord's representative Michael Holzberg attended the hearing.

As of 9:30 a.m. the Tenant was not present or 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 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 \$839.11. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$27.59. This amount is calculated as follows: \$839.11 x 12, divided by 365 days.
5. The Tenant has paid \$7,109.23 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2023 are \$502.74.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. I have considered all of the disclosed circumstances in I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies*

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*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.

9. The Landlord requested the Board issue a standard order for the arrears owing. Since the application was filed the Tenant has made payments in the amount of \$7,109.23 to the Landlord. The remaining balance the Tenant owes is less than one month's rent. It would be prejudicial to the Tenant to be evicted based on the low rent arrears owing without giving the Tenant the opportunity to preserve the tenancy by extending time for the Tenant to pay the amount owing before eviction is considered.

**It is ordered that:**

1. The Tenant shall pay to the Landlord a total of \$688.74 which represents the arrears owing and the application filing fee.
2. The Tenant shall pay the amount owing in full by May 1, 2023.
3. The Tenant shall pay the lawful monthly rent on the first day of each month beginning March 1, 2023 until the arrears owing are paid in full.
4. CONSEQUENCES OF BREACH: If the Tenant does not pay the amount owing in paragraph 1 in full by May 1, 2023, or does not make any of the payments required in paragraphs 3:
  - 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, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of condition set out in this order. This normally results in the LTB issuing an eviction order without a hearing being held.

**March 2, 2023**  
**Date Issued**

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Maria Shaw  
Member, Landlord and Tenant Board

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