



Order under Section 69 / 88.1 / 88.2 Residential Tenancies Act, 2006

Citation: Jerad v Fowler, 2026 ONLTB 11335

Date: 2026-02-05

File Number: LTB-L-103157-25

In the matter of: 30 DONALD POWELL CRES
NEWCASTLE ON L1B0K8

Between: Jeraji Jerad

Landlord

And

Sandra Fowler
Cherie Matheson

Tenants

Jeraji Jerad (the 'Landlord') applied for an order to terminate the tenancy and evict Sandra Fowler and Cherie Matheson (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

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

This application was heard by videoconference on January 26, 2026.

The Landlord's Legal Representative, Michelle James, the Landlord and the first-named Tenant attended the hearing.

Preliminary Issue:

1. The Tenant advised that the other Tenant, Cheri Matheson moved out of the rental unit in the middle of November 2025 but that Tenant still has belongings in the rental unit.
2. The Tenant brought up the fact that the Landlord's Legal Representative's husband is her second cousin. Further she stated that Ms. James's husband shares a child with Cherie Matheson (other Tenant who left) and as such, she believes that Ms. James is in a conflict-of-interest position.
3. This N8 application is a very straightforward matter whereby I must determine whether or not rent has been paid late and if those payments would be considered persistently late rental payments.

4. Furthermore, Cherie Matheson is not present today and it appears as though she is planning to live elsewhere.
5. I am satisfied that Ms. James will act appropriately to ensure that she represents her client properly while ensuring that she treats the Tenant professionally. I do not believe that Ms. James should be prevented from representing the Landlord in this case.

Determinations:

6. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, an order imposing conditions for the next 12 months shall issue allowing the Tenant to preserve their tenancy.
7. The Tenant was in possession of the rental unit on the date the application was filed.
8. On December 5, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served on December 10, 2025. The notice of termination alleged that the Tenant persistently paid the rent late from July 1, 2025 to present and set out the dates that the rent was paid by the Tenant. The Tenant paid the rent late for those six months in a row.
9. Ms. James submitted that the Tenant paid the rent on time on January 1, 2026.
10. Lastly, Ms. James submitted that the Tenant had been evicted on a previous L1 application but was able to void the eviction by paying the outstanding arrears. Ms. James stated that the Tenant did not advise the Landlord that she had paid the money into the Board which caused the Landlord extra time and money for sheriff fees. Ms. James is seeking an eviction order as the late rent is not a new issue between the parties and failure to pay rent has also been an issue. Further, she stated that the Landlord is on maternity leave and she requires the rental payments to be on time and in full as her income has lessened.
11. The Tenant stated that she had been put on a sick leave by her doctor in October of 2025 and was told that she would need 4 months off of work to recuperate from her "acute chronic medical condition." She provided a copy of this letter from her family doctor dated October 20, 2025.
12. Ms. Fowler stated that she had been suffering even before going off of work and she was struggling financially and mentally. She was awaiting payment from her sickness benefits which caused her to be very late with her rent payments. She was able to catch up on her outstanding rent when her sickness benefits finally came in.
13. The Tenant also stated that she has returned to work to ensure that she can keep up with her financial responsibilities.

Analysis

14. On the basis of the evidence before me, I find that the Tenant has persistently failed to pay the rent on the date that it was due.
15. The Tenant has explained to me the reasons behind the late rent payments and did in fact pay January's rent on time.

16. Eviction should be ordered as a last resort. Based on the above facts, I am choosing to order a conditional order under section 78 of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") which will ensure that the Landlord receives her rent in full and on time and the Tenant will be able to preserve her tenancy.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.

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 Landlord monthly rent owing on or before the first day of each month commencing March 1, 2026 and continuing thereafter until and including February 28, 2027.
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 *Act*, for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the Board without notice to the Tenant.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application by February 28, 2026.
5. If the Tenant fails to make the payment owing under paragraph 4, and by the date required, the balance owing under paragraph 4 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the *Act*.

February 5, 2026
Date Issued

Carrie Bertrand
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.