



Order under Section 69 Residential Tenancies Act, 2006

Citation: Drake Property Management v Bowdish, 2026 ONLTB 14052

Date: 2026-02-11

File Number: LTB-L-085936-25

In the matter of: 102, 44 Hayden ST
Hamilton ON L9A2X2

Between: Drake Property Management Landlord

And

Ryan Bowdish Tenant

Drake Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan Bowdish (the 'Tenant') because:

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

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

This application was heard by videoconference on December 3, 2025.

The Landlord's representatives David Ciobotaru and Eric Steiman, Landlord's agent Stephany Guarascio, and the Tenant attended the hearing.

Determinations:

1. 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. However, the tenancy shall continue subject to terms and conditions set out below.
2. The Landlord served a notice of termination under section 58(1). This section sets out the following

58(1) A landlord may give a tenant a notice of termination of their tenancy of any of the following grounds:

- The tenant has persistently failed to pay rent on the date it becomes due and payable.

3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The rent is due on the first of each month and this is a month-to-month tenancy.
5. On August 31, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of October 31, 2025.
6. The notice of termination contains that for the period from November 1, 2024, to August 1, 2025, the Tenant paid the rent late 10 out of 10 months. This is supported by the Landlord's accounting ledger providing specific payment information and payment dates over this period.
7. The Tenant contested that the payments were not late because it was their position that rent is due on the fourth of each month. The Tenant did not provide a copy of the lease agreement to demonstrate sufficient evidence. The Landlord's position was that the Landlord took ownership of the building in 2016 and that everyone in the building had a lease where rent is due on the first of each month.
8. I find that the Tenant has persistently failed to pay their rent on the date that it is due.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction

10. 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.
11. Since the notice of termination was given the Tenant has made the following payments with respect to their monthly rent.
 - September 1, 2025, rent paid on November 7, 2025;
 - October 1, 2025, rent paid on November 7, 2025;
 - November 1, 2025, rent paid on November 7, 2025;
 - December 1, 2025, rent paid on November 28, 2025.
12. At the hearing the Landlord requested a pay-on-time order in an effort to preserve the tenancy. Given the circumstances, I find this request to be reasonable and so the Landlord's request is granted. This is less prejudicial than a termination order and would allow the Tenant an opportunity to bring their tenancy back into good standing.
13. The Tenant explained why the rent payments have been late and their funding is issued on the last day of the month and sometimes there is a delay. The Tenant submit that they are aware of their obligations and responsibilities as it relates to the rental unit and prompt rental payments.

14. I find that the Tenant should be given an opportunity to preserve their tenancy with a pay on time order. I say this because although the Tenant has paid their rent late in some months before the notice, more recently they have shown a good faith effort to pay rent in or before the first of the month. I note that this tenancy began on April 1, 2014. Therefore, there is some utility to a pay on time order and I am satisfied that it is likely a pay on time order will correct the payment history of the Tenant.
15. The prejudice to the Landlord is minimal and concerns raised with respect to continuous late payments can adequately addressed through a pay on time order.
16. Given the date of this order, the Tenant will be permitted to pay the lawful monthly rent for January 2026, and February 2026 in full on or before March 1, 2026. This will allow the Tenant time to sort out their finances.
17. This order contains all of the reasons within it and no further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. If the Tenant's have not done so already, the Tenant shall pay their lawful monthly rent for January 2026, and February 2026, in full on or before March 1, 2026.
3. Commencing March 1, 2026, and continuing up to and including February 1, 2027, the Tenant shall pay their lawful monthly rent a period of 12 months, in full and on time or before the first day of each month.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 and 3 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.
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 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 2, 2026, at 4.00% annually on the balance outstanding.

February 18, 2026
Date Issued

Reshad Nazeer
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.