



Order under Section 69 Residential Tenancies Act, 2006

Citation: HABITAT BOREAL v BOWERMAN, 2026 ONLTB 42881

Date: 2026-06-02

File Number: LTB-L-036994-26

In the matter of: 1588 SHERWOOD AVE
SUDBURY ON P3A4L3

Between: Habitat Boreal Landlord

And

Katrina Bowerman Tenant

Habitat Boreal (the 'Landlord') applied for an order to terminate the tenancy and evict Katrina Bowerman (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on May 25, 2026.

The Landlord's Representative, Marie Galevski, the Landlord's Agents', Karen Maki and Darlene Regimbal, and the Tenant attended the hearing

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,324.00. It is due on the day 1st of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$43.53. This amount is calculated as follows: \$1,324.00 x 12, divided by 365 days.
5. The Tenant has paid \$675.00 to the Landlord since the application was filed.

6. It was not disputed that the rent arrears owing to May 31, 2026 are \$3,288.35.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

9. On January 26, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served on January 29, 2026. The notice of termination contains the following allegations: During the period of November 2025 to January 1, 2026, the Tenant persistently paid rent late 3 out of 3 months.
10. I find that the N8 notice complies with the *Residential Tenancies Act, 2006*, it meets the 60 day requirement, and it provides sufficient details as to the reason for the notice.
11. The Landlord's agent testified that the rent is due on the 1st day of each month. She said the rent has been paid late 3 out of 3 months from November 1, 2025 to January 1, 2026.
12. The Landlord's representative submitted that since the application was filed on February 27, 2024, to the date of the hearing, the Tenant has paid the rent on the date it was due. The Landlord seeks to terminate the tenancy because they do not have faith that the Tenant will pay rent on time after the hearing.
13. The Tenant did not dispute that the full rent was paid late or not paid at all.
14. Based on evidence of the parties, and the Tenant's own testimony, I find that the Tenant, on a balance of probabilities, has been persistently paying the rent late and not on the date it is due.

Relief from Eviction

15. The Landlord requested a standard order to terminate the tenancy on the L1 and L2 application due the arrears owing and because the Tenant paid the rent late consecutively since November 2025.
16. The Tenant testified that she could pay the arrears within a week and did not oppose the Landlord's request for a standard order on the L1 application. The Tenant requested that the tenancy be preserved by way of a conditional order on the L2 application. She testified that she has some money that is coming to her and will be able to pay the rent in full and on time beginning in June. The Tenant said she would like to remain in the rental unit and continue the tenancy and will continue to comply with all rental obligations in the future.
17. Having considered the evidence of the parties, and given the remedial purpose of the Act, I find it appropriate to grant the Tenant relief in all the circumstances.
18. I find that it would not be unfair to deny the eviction on the L2 application and instead impose a conditional order in the circumstances. I believe a conditional order with terms will limit further prejudice to the Landlord while allowing the Tenant an opportunity to maintain their tenancy. The Tenant said she will be able to pay the rent in full and on time and should be given the opportunity to do so, if the L1 order is voided. If the Tenant

breaches any of the conditions below, the Landlord may apply for eviction. As a result, I am satisfied that a conditional order would not be unfair.

19. 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.

It is ordered that:

L1 Application – Non-Payment of Rent (voidable)

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:**
 - \$4,798.35 if the payment is made on or before June 13, 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 June 13, 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 June 13, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,238.60. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$43.53 per day for the use of the unit starting May 26, 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 June 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 14, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 13, 2026, then starting June 14, 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 June 14, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.

11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period July 1, 2026 to May 1, 2027.
12. The Tenant shall pay to the Landlord June rent on or before June 10, 2026, if not already paid.
13. If the Tenant fails to make any of the payments in paragraph 11 and 12 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

June 2, 2026
Date Issued

Colette Myers
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 of the Tenant expires on December 14, 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 June 13, 2026

Rent Owing To June 30, 2026	\$5,287.35
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$675.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$4,798.35

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

Rent Owing To Hearing Date	\$3,727.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$675.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$3,238.60
Plus daily compensation owing for each day of occupation starting May 26, 2026	\$43.53 (per day)

