



Order under Section 94.7 Residential Tenancies Act, 2006

File Number: LTB-C-071500-25

In the matter of: TH14, 166 GALLOWAY RD
SCARBOROUGH ON M1E1X2

Between: Ann Marie Hill Co-operative

JAN 09, 2026

Co-op

And

Ongala Bijou

Co-op Member

Ann Marie Hill Co-operative (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Ongala Bijou (the 'Co-op Member') because the Co-op Member did not pay the regular monthly housing charges that the Co-op Member owes (C1) and persistent late payment of regular monthly housing charges (C2).

A Case Management Hearing was held on December 17, 2025, at 11:00 a.m. by video conference.

Legal Representative Marie Galevski attended for the Co-op.

As of 11:15 a.m., the Co-op Member 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 Co-op's evidence.

Determinations:

1. The Co-op served the Co-op Member with a valid Notice to End Occupancy for Non-payment of Regular Monthly Housing Charges (N4C Notice). The Co-op Member did not void the notice by paying the amount of regular housing charges owing by the termination date in the N4C Notice or before the date the application was filed.
2. The Co-op also served the Co-op Member with a valid Notice to End Occupancy for Persistent Late Payment of Regular Monthly Housing Charges.
3. On December 9, 2025, the Co-op filed with the Board and served the Co-op Member the N4C Appendix A Update and N8C Appendix A Update.
4. The Co-op Member did not file a response to the application. Therefore, they are deemed to have accepted all the facts and allegations in the application pursuant to Rule 12.5 of the LTB's Rules of Procedure.

5. As of the hearing date, the Co-op Member was still in possession of the member unit.
6. The regular monthly housing charge is \$1,494.00. It is due on the 1st day of each month.
7. The daily compensation is calculated as follows: \$1,494.00 x 12, divided by 365 days.
8. The Co-op Member paid \$6,530.00 to the Co-op since the application was filed.
9. The regular monthly housing charges owing to December 31, 2025, are \$2,432.00.
10. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Co-op holds a damage deposit of \$450.00 which is refundable to the Co-op Member pursuant to ss. 94.14(3) of the RTA. The total refundable deposit is set off against the amount the Co-op Member owes.
12. Based on the uncontested evidence before me, I am satisfied that the Co-op Member has failed to pay the regular monthly housing charges they were required to pay up to and including December 31, 2025, to avoid termination of the occupancy of the member unit.
13. With respect to the C2 persistent late payment application, the Co-op provided evidence of late payment from August 2024 up to and including December 2025. I find that the Co-op Member was persistently late in paying the regular monthly housing charges.
14. The Co-op consented to extend the C1 pay and stay date to January 31, 2026, plus asked that the Co-op Member be allowed to remain in the Member unit on the condition that the Co-op Member voided termination by paying all the outstanding costs and arrears AND paying the regular monthly housing charges on time for a period of twelve months starting February 1, 2026. Pursuant to subsection 94.12 of the RTA, I find that it will not be unfair to grant relief from termination given the request of the Co-op.
15. All my reasons in support of this Order are contained in the above paragraphs. No further reasons will be issued.

It is ordered that:

1. The Co-op Member's occupancy is terminated unless the Co-op Member voids this order.
2. **The Co-op Member may void this order and continue the occupancy by paying to Co-op or to the LTB in trust:**
 - \$4,112.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Co-op Member may also make a motion at the LTB to void this order under section 74(11) and 94.16(2)(b) of the Act, if the Co-op Member has paid the full amount owing as ordered plus any additional regular monthly housing charges that became due after January 31, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Co-op Member may only make this motion once during the occupancy agreement with the Co-op.

4. **If the Co-op Member does not pay the amount required to void this order the Co-op Member must move out of the member unit on or before January 31, 2026.**
5. If the Co-op Member does not void the order, the Co-op Member owes the Co-op \$1,480.32. This amount includes arrears of regular monthly housing charges owing up to the date of the hearing and the cost of filing the application. Any refundable deposits are deducted from the amount owing by the Co-op Member. See Schedule 1 for the calculation of the amount owing.
6. The Co-op Member shall also pay the Co-op compensation of \$49.12 per day for the use of the unit starting December 18, 2025, until the date the Co-op Member moves out of the unit.
7. If the Co-op Member does not pay the Co-op the full amount owing on or before January 31, 2026, the Co-op Member will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Co-op 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 Co-op on or after February 1, 2026.
10. If the Co-op Member voids this Order, the occupancy shall continue provided the Co-op Member pays to the Co-op:

All the regular monthly housing charges in full and on or before the 1st day of the month for a 12-month period starting February 1, 2026, to January 1, 2027.

11. If the Co-op Member fails to make any of the payments in accordance with paragraph 10 of this Order, the Co-op may apply to the LTB, at not cost, and without notice to the Co-op Member, under section 94 (11) of the RTA, for an order to terminate the occupancy and evict the Co-op Member. The Co-op must make this application within 30 days of a breach of a condition set out in paragraph 10 of this Order.

January 9, 2026

Date Issued

Melinda Jamieson

Hearing Officer, 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 August 1, 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 Co-op Member must pay to void the eviction order and continue the occupancy if the payment is made on or before January 31, 2026

Regular Monthly Housing Charges Owing To January 31, 2026	\$10,456.00
Total Other Housing Charges	\$0.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Co-op Member paid into the Co-op since the application was filed	- \$6,530.00
Less the amount the Co-op Member paid into the LTB since the application was filed	- \$0.00
Less the amount of the credit that the Co-op Member is entitled to	- \$0.00
Total the Co-op Member must pay to continue the occupancy	\$4,112.00

B. Amount the Co-op Member must pay if the occupancy is terminated

Regular Monthly Housing Charges Owing To Hearing Date	\$8,274.32
Total Other Housing Charges	\$0.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Co-op Member paid into the Co-op since the application was filed	- \$6,530.00
Less the amount the Co-op Member paid into the LTB since the application was filed	- \$0.00
Less the amount of refundable deposits	- \$450.00
Less the amount of the credit that the Co-op Member is entitled to	- \$0.00
Total amount owing to the Co-op	\$1,480.32
Plus daily compensation owing for each day of occupation starting December 18, 2025	\$49.12 (per day)