



**Order under Section 94.7
Residential Tenancies Act, 2006**

File Number: LTB-C-075450-25

In the matter of: 2, 560 ADELAIDE ST
BELLE RIVER ON N8L 0M8

Between: BELLE RIVER COOPERATIVE HOMES INC. Co-op

And

RYAN MARCHAND Co-op Member

BELLE RIVER COOPERATIVE HOMES INC. (the 'Co-op') filed a C1 application for an order to end the occupancy of the member unit and evict RYAN MARCHAND (the 'Co-op Member') based on a form N4C notice of termination because the Co-op Member did not pay the regular monthly housing charges that the Co-op Member owes. The Co-op also filed a C2 application for an order to end the occupancy of the member unit and evict the Co-op Member based on a form N8C notice of termination because the Co-op Member has persistently failed to pay the regular monthly housing charges on the date they become due and payable.

DETERMINATIONS:

1. A Case Management Hearing ('CMH') was held via video teleconference on VC line 163 on January 5, 2026 at 9:00 am. Richard Lammers whom is the legal representative for the Co-op attended with Kathleen Tilson the Co-op's Agent. The Co-op Member was not in attendance nor represented at the time set for the CMH and there was no record before me of a request to adjourn the CMH. As of 9:20 a.m., the Co-op Member was still not in attendance and was not represented.
2. The Notice of Hearing states that if the Co-op Member does not attend the CMH and does not file a Response to the Application, the hearing may proceed that day and the LTB may issue an order evicting the Co-op Member. As I was satisfied that the Co-op Member had proper notice of the date, time and location of the CMH, I proceeded to determine the Application based on the materials filed with the LTB and the submissions of the Co-op on an uncontested basis.
3. The Co-op Member did not file a response to the application as required by Rule 12.4 of the LTB's Rules of Procedure. In these circumstances, Rule 12.5 provides that the Co-op Member is deemed to have accepted all of the facts and allegations as set out in the Application and permits the LTB to decide the Application on the basis of the materials before it.

4. The Applications were filed with the LTB on September 9, 2025.
5. As of the hearing date, the Co-op Member was still in possession of the member unit.
6. I have reviewed the Notices of Termination, both the N4C and N8C, and I am satisfied that they comply with the requirements of subsection 94.2 (1)3 and 94.2 (1)1 respectively of the RTA.
7. Regarding the Co-op's arrears application (C1), the current regular monthly housing charge is \$914.00 and the total arrears owing up to and including January 31, 2026 is the amount of \$4,904.00 plus \$45.00 for NSF and Late Fees for a total of \$4,949.00.
8. The Co-op Member also owes the Co-op \$186.00 for the cost of filing the applications.
9. The Co-op is holding a damage deposit of \$500.00.
10. Regarding the Co-op's persistent late payment application (C2), the Co-op Legal Representative submitted that the Co-op Member has persistently failed to pay the regular monthly housing charges on the date they became due and payable and made partial, late, or no payments.
11. Based on the uncontested evidence before me and the updated submissions made by the Co-op at the CMH, I am satisfied that the Co-op Member has not paid the total regular monthly housing charges they were required to pay for the period up to the date of the CMH; and that the Co-op Member persistently failed to pay the regular monthly housing charges on the date they became due and payable.
12. Based on my finding with regards to the persistent late payment application (C2), the occupancy will be **terminated on January 31, 2026** and there is **no** possibility for the Co-op Member to void the order to terminate and continue occupancy of the member unit.
13. There were no circumstances disclosed at the CMH for me to consider relief from eviction pursuant to subsection 94.12(1) of the RTA.
14. All my reasons for the findings are noted in the paragraphs above. No further reasons will be issued.

It is ordered that:

1. The Co-op Member's occupancy rights are terminated and the Co-op Member must move out of the member unit on or before January 31, 2026. There is no opportunity to void this order.
2. 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.
3. 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.

4. The Co-op Member shall pay to the Co-op \$30.05 per day in compensation for the use of the unit from February 1, 2026 to the date the Co-op Member vacates the unit ($\$914.00 \times 12 \text{ months} / 365 \text{ days per year} = \$30.05 \text{ per day or per diem}$).
5. On or before January 31, 2026 the Co-op Member shall pay to the Co-op **\$4,635.00**.

This total amount represents:

- a) \$4,904.00 arrears of the regular monthly housing charges up to and including January 31, 2026.
PLUS
- b) \$45.00 NSF and Late Fees
PLUS
- c) \$186.00 application filing fee
LESS
- d) \$500.00 damage deposit

Arithmetically: $\$4,904.00 + \$45.00 + \$186.00 - \$500.00 = \$4,635.00$

6. If the Co-op Member fails to pay the full amount owing of **\$4,635.00** pursuant to paragraph 5 above on or before January 31, 2026, then the Co-op Member will start to owe interest on any unpaid amounts. This will be simple interest commencing February 1, 2026 calculated at a rate of 4.00% annually on the balance outstanding pursuant to the Courts of Justice Act.

January 9, 2026
Date Issued

Chris Jackson
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.