



Order under Section 94.7 Residential Tenancies Act, 2006

File Number: LTB-C-037737-25

In the matter of: 38, 60 FITTONS RD W
ORILLIA ON L3V3T9

Between: Couchiching Co-Operative Homes Inc C/O Co-op
Bayshore Property Management Inc

And

Mac Kitchen Co-op Member
Sandy Zimmerman

Couchiching Co-Operative Homes Inc C/O Bayshore Property Management Inc (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Mac Kitchen and Sandy Zimmerman (the 'Co-op Member') because the Co-op Member did not pay the regular monthly housing charges that the Co-op Member owes.

A Case Management Hearing was held on September 4, 2025. The Parties were unable to resolve the application. Therefore, the matter proceeded to a merits hearing.

This application was heard by videoconference on January 6, 2026.

Cassandra Weatherston attended for the Co-op. The Co-op Member Mac Kitchen also attended the hearing.

When the capitalized word "Co-op Member" is used in this order, it refers to all persons identified as a Co-op Member at the top of the order.

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. As of the hearing date, the Co-op Member was still in possession of the member unit.
3. The regular monthly housing charge is \$1,025.00. It is due on the 1st day of each month.
4. The daily compensation is calculated as follows: \$1,025.00 x 12, divided by 365 days.

5. The Co-op Member has not made any payments since the application was filed.
6. The regular monthly housing charges owing to January 31, 2026, are \$34,625.00.
7. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Co-op Member is owed \$969.00 for refundable deposits. The total refundable deposit is set off against the amount the Co-op Member owes.
9. The Co-op Member, Mac Kitchen ('MK'), testified that he was "almost positive" that the second-named Co-op Member, Sandy Zimmerman ('SZ') filed a consumer proposal in July 2025. The Co-op's Representative stated that she received an e-mail from SZ's agent but was not aware of whether a consumer proposal had been finalized.
10. There was insufficient information provided for a determination that SZ filed a consumer proposal. Accordingly, I find that both Co-op Members are jointly and severally liable for the full amount of arrears.
11. The Co-op's Representative requested a standard 11-day eviction order, submitting that the Co-op was experiencing financial hardship from the substantial arrears. MK was not opposed to a standard order. SZ was not present to advise the Board of any circumstances to delay or deny eviction.
12. Having considered all of the disclosed circumstances in accordance with subsection 94.12(2) of the Residential Tenancies Act, 2006 (the 'Act'), I find that it would be unfair to grant relief from eviction pursuant to subsection 94.12(1) of the Act.

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:**
 - \$34,811.00 if the payment is made on or before January 19, 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 19, 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 19, 2026.**
5. If the Co-op Member does not void the order, the Co-op Member owes the Co-op \$33,019.20. 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 \$33.70 per day for the use of the unit starting January 7, 2026 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 19, 2026, the Co-op Member will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 19, 2026, then starting January 20, 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 January 20, 2026.

January 8, 2026
Date Issued

Kate Sinipostolova
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 expires on July 20, 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 19, 2026

Regular Monthly Housing Charges Owing To January 31, 2026	\$34,625.00
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	- \$0.00
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	\$34,811.00

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

Regular Monthly Housing Charges Owing To Hearing Date	\$33,802.20
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	- \$0.00
Less the amount the Co-op Member paid into the LTB since the application was filed	- \$0.00
Less the amount of refundable deposits	- \$969.00
Less the amount of the credit that the Co-op Member is entitled to	- \$0.00
Total amount owing to the Co-op	\$33,019.20
Plus daily compensation owing for each day of occupation starting January 7, 2026	\$33.70 (per day)