



Order under Section 94.7 Residential Tenancies Act, 2006

Citation: Dan Benedict Co-operative Homes v Ivey, 2026 ONLTB 4856

Date: 2026-01-14

File Number: LTB-C-017446-25

In the matter of: 608, 120 ACORN PL
MISSISSAUGA ON L4Z3N5

Between: Dan Benedict Co-operative Homes Co-op

And

Sandra Ivey Co-op Member

Dan Benedict Co-operative Homes (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Sandra Ivey (the 'Co-op Member') because the Co-op Member did not pay the regular monthly housing charges that the Co-op Member owes (**C1 Application**).

The Co-op also applied for an order to end the occupancy of the member unit and evict Sandra Ivey (the 'Co-op Member') because (**C2 Application**):

- the Co-op Member has been persistently late in paying the Co-op Member's regular monthly housing charges;

This application was heard by videoconference on October 22, 2025.

M. Galevski, legal representative, attended for the Co-op. The Co-op Member also attended the hearing.

It is determined that:

C1 Application

1. The Co-op advised the LTB that prior to the hearing the Co-op Member paid all the housing charges that were in arrears and all additional housing charges that would have been due under the occupancy agreement for the period ending October 31, 2025, and the filing fee.

C2 Application

2. As explained below, the Co-op has proven on a balance of probabilities the grounds for termination of the occupancy. A conditional order shall be issued.
3. As of the hearing date, the Co-op Member was still in possession of the member unit.
4. On February 7, 2025, the Co-op gave the Co-op Member an N8C notice of termination with a termination date of April 30, 2025. The notice of termination alleges that the Co-op Member has persistently paid their regular monthly housing charges late 9 times between June 2024 and February 2025.
5. It was undisputed that the Co-op Member has continued to pay the housing charges late between February 2025 to October 2025. The Co-op Member has paid their regular monthly housing charges late 17 times between June 2024 to October 2025.
6. Based on the undisputed evidence before me, on a balance of probabilities, I find that the Co-op Member has persistently failed to pay the regular monthly housing charges on the date they were due. The regular monthly housing charges are due on the first day of each month. The regular monthly housing charges have been paid late 17 times in the past 17 months. The late payment is persistent and undeniable.

Relief from Eviction

7. The Co-op Member testified that her employment status resulted in her housing charges increasing. The Co-op Member asserts that she had a discussion with Jenny Bang, the Co-op's property manager, who advised her that "as long as she pay's her housing charges in full, by the end of each month, there would be no consequence". The Co-op Member also asserts that the Board of Directors also allowed her to pay the housing charges late. Jenny Bang was not at the hearing to challenge the Co-op Member's testimony and the Co-op's legal representative had no knowledge of such discussions.
8. The Co-op Member argues that she should not be evicted for late payment of housing charges if the Co-op has allowed her to pay late. The Co-op Member's sole source of income is E.I. and receives \$1,012.00 bi-weekly. It is impossible for her to pay the regular monthly housing charges on time. Her next payment is scheduled for October 28, 2025. The Co-op Member requests leniency and requests to pay the regular monthly housing charges by the 7th day of each month.
9. The Co-op's legal representative is unaware of any communication between the Co-op Member and Jenny Bang or the Board with respect to allowing late payments. The Co-op is in receivership and requires housing charges to be paid on time to ensure that the Co-op can maintain their financial obligations. The Co-

op Member has persistently paid their housing charges late since November 2023. The Co-op requests a termination order.

10. I have considered all of the disclosed circumstances in accordance with subsection 94.12(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 94.12(1)(a) and 204(1) of the Act.
11. The Co-op Member does not dispute the persistent late payment of housing charges. The Co-op Member alleges that the Co-op's Board and property manager have authorized the late payments; however, the Co-op Member did not submit any documentary evidence, such as written communication from the Co-op, to substantiate her claim. Although the Co-op Member is paid on a bi-weekly basis, I find that the Co-op Member's inability to pay the housing charges on the date they are due relate to mismanagement of income. Many Canadians are paid on a bi-weekly basis and are able to maintain their financial obligations.
12. It was undisputed that the regular monthly housing charges are due on the first day of each month. As a result, the Co-op Member shall pay the regular monthly housing charges on the first day of each month. To allow the Co-op Member an opportunity to manage her payments, the lawful housing charge for February shall be paid on or before February 7th, 2026.

It is ordered that:

C1 Application

1. The Landlord's application for an order terminating the tenancy and evicting the Tenant based upon arrears of rent is discontinued.

C2 Application

2. The Co-Op Member's occupancy continues if the Co-op Member meets the conditions set out below.
3. The housing charges for February 2026 shall be paid on or before February 7, 2026.
4. For a period of 12 months, the Co-op Member shall pay the regular monthly housing charges on the first day of each month, commencing March 1, 2026 to February 1, 2027.
5. If the Co-op Member fails to comply with the conditions set out in paragraph 2 and 3 of this order, the Co-op may apply under section 94.11 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the occupancy and evicting the Co-op Member. The Co-op must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Co-op Member.

January 14, 2026
Date Issued

Mayra Sawicki
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.