



Order under Section 94.7 Residential Tenancies Act, 2006

Citation: ROBERT COOKE CO-OPERATIVE HOMES INC. v JARVIS, 2026 ONLTB 5572

Date: 2026-01-19

File Number: LTB-C-039351-25

In the matter of: 310, 20 GARNETT JANES RD
ETOBICOKE ON M8V3Z1

Between: ROBERT COOKE CO-OPERATIVE HOMES INC. Co-op

And

SHERYL JARVIS Co-op Member

ROBERT COOKE CO-OPERATIVE HOMES INC. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict SHERYL JARVIS (the 'Co-op Member') because the Co-op Member did not pay the regular monthly housing charges that the Co-op Member owes.

The Co-op also applied for an order to end the occupancy of the member unit and evict the Co-op Member because:

- 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 January 13, 2026.

M. Galevski, legal representative, and K. Mikhalevskaya, the Co-op's Agent, attended for the Co-op. The Co-op Member also attended the hearing.

Determinations:

C1 Application

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 \$1,368.00. It is due on the 1st day of each month.

4. The daily compensation is calculated as follows: \$1,368.00 x 12, divided by 365 days.
5. The Co-op Member paid \$2,656.00 to the Co-op since the application was filed.
6. The regular monthly housing charges owing to January 31, 2026 are \$15,489.00.
7. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There are no refundable deposits held by the Co-op.
9. The Co-op Member testified that she stopped making payments to the Co-op due to the Co-op's false accusations against her. It was undisputed that the Co-op has filed two N5C notices, two N6C notices and two N7C notices against the Co-op Member for which hearing dates have been scheduled.
10. The Co-op Member asserts that since September 2025, she has been giving her daughter housing charge payments to hold in trust until the Board makes a determination on her occupancy. The Co-op Member did not submit documentary evidence, such as bank statement to confirm payments to her daughter, nor was the Co-op Member's daughter present to substantiate her claim.
11. The Co-op Member's sole income is from employment disability, totaling \$3,100.00 a month. The Co-op Member's monthly expenses total \$3,168.00 a month inclusive of housing charges. The Co-op Member proposes a payment plan of an unidentified lumpsum plus \$500.00 a month. Considering the Co-op Member's expenses, a proposal of \$500.00 a month towards arrears is not feasible.

C2 Application – N8C Notice of Termination

12. On April 14, 2025, the Co-op gave the Co-op Member a Notice to End your Occupancy at the End of the Term (N8C notice) for persistent late payment of housing charges with a termination date of June 30, 2025. The N8C notice alleges that the Co-op Member persistently paid the housing charges late 16 times between January 2024 to April 2025. The occupancy was month- to-month at the time of service and the housing charges are due on the 1st day of every month.
13. It was undisputed that Co-op Member's last payment of housing charges was November 28, 2024. It was undisputed that the payments received by the Co-op to date have been subsidy payments and not direct payments made by the Co-op Member. It was undisputed that between January 2024 to January 2026, the Co-op Member has persistently failed to pay the regular monthly housing charges in full or on time 25 times.
14. The pattern of late payments is unmistakable and persistent.
15. Given my findings on the C2, there is no opportunity to void termination of the occupancy by paying the outstanding arrears. That is, since termination of the occupancy is granted for persistent late payment of housing charges, the Co-op Member cannot void termination in this case.

Relief from Eviction

16. The Co-op Member testified that she suffers from mental health issues after the passing of one of her daughters. She is on disability due to an employment incident that occurred 6 years ago. It was undisputed that the Co-op Member suffers from substance abuse which interferes with her ability to pay her housing charges. The Co-op Member testified that she started doing rehabilitation during the recent holidays, however, continues to spend between \$300 - \$800.00 a month towards her addiction. If evicted, the Co-op Member requests 2 months to vacate.
17. The Co-op is opposed and requests a standard non-voidable order. The Co-op Member has not made efforts to make any payments towards regular monthly housing charges or arrears. The Co-op Member has been in arrears since November 2024 and there is no evidence to support the Co-op Member's circumstances changing.
18. Although not the basis of this application, the Co-op argues that the Co-op Member's behaviour is a risk to health and human safety. The Co-op alleges that the Co-op Member attempted to start a fire in the building and threw a canoe off the balcony. The Co-op Member denies the fire incident and clarified that it was not a canoe, but a kayak that was thrown off the balcony. I advised the parties that the applications with respect to behaviour were not properly before me, as such, behaviour issues are not considered in my determination.
19. 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 postpone the eviction until February 28, 2026 pursuant to subsection 94(1)(b) of the Act.
20. It was the Co-op Member's direct testimony that she stopped paying housing charges as a result of the Co-op's accusations. A Co-op Member cannot seize payment of housing charges simply because the Co-op has issued termination notices against them. The correct process is to defend the allegation through the Board, failing which, the Co-op Member risks eviction. Although the Co-op Member asserts that she has some of the housing charge payments in trust with her daughter, there was no evidence before me to support such claim. Based on the Co-op Member's income and expenses, I am not satisfied that the Co-op Member can pay off the arrears owing or maintain payment of on-going housing charges. The Co-op Member has not made any good faith payments to the Co-op. As a result of the above and my findings on the C2 application, the occupancy shall be terminated. In consideration of the Co-op Member's long-standing occupancy, the occupancy shall be terminated on February 28, 2026.
21. The Co-op requests that the Board order the Sheriff to expedite the enforcement of eviction on the basis that the Co-op is being financially impacted as a result of the Co-op Member's arrears, however, the Co-op did not submit documentary evidence, such as bank statement to substantiate such claim. As a result, the Co-op's request for the sheriff to expedite the enforcement of eviction is denied.
22. This order contains all the reasons within it no further reasons will be issued.

It is ordered that:

1. Pursuant to the C2 application, the occupancy between the Co-op and the Co-op Member is terminated on February 28, 2026. The Co-op Member must move out of the unit on or before February 28, 2026.
2. The Co-op Member owes the Co-op \$14,891.74. 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.
3. The Co-op Member shall also pay the Co-op compensation of \$44.98 per day for the use of the unit starting January 14, 2026 until the date the Co-op Member moves out of the unit.
4. If the Co-op Member does not pay the Co-op the full amount owing on or before January 30, 2026, the Co-op Member will start to owe interest. This will be simple interest calculated from January 31, 2026 at 4.00% annually on the balance outstanding.
5. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Co-op may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 March 1, 2026.

January 19, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 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 if the occupancy is terminated

Regular Monthly Housing Charges Owing To Hearing Date	\$17,361.74
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	- \$2,656.00
Less the amount the Co-op Member paid into the LTB since the application was filed	- \$0.00
Less the amount of refundable deposits	- \$0.00
Less the amount of the credit that the Co-op Member is entitled to	- \$0.00
Total amount owing to the Co-op	\$14,891.74
Plus daily compensation owing for each day of occupation starting January 14, 2026	\$44.98 (per day)