



**Order under Section 94.7 / 94.15
Residential Tenancies Act, 2006**

File Number: LTB-C-039866-25

In the matter of: 1200, 300 CHRISTA ST
HANMER ON P3P1W7

Between: Maison Co-operative St. Jacques Co-op

And

Kristin Long Co-op Member

Maison Co-operative St. Jacques (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Kristin Long (the 'Co-op Member') because:

- the Co-op Member, another occupant of the member unit or someone the Co-op Member permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Co-op also applied for an order requiring the Co-op Member to pay the Co-op's reasonable out-of-pocket costs the Co-op has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Co-op Member, another occupant of the member unit or someone the Co-op Member permitted in the residential complex.

A Case Management Hearing was held on October 1, 2025. The Co-op Member did not attend, therefore, the matter proceeded to a merits hearing.

This application was heard by videoconference on January 13, 2026.

Only S. Fretwell, legal representative, C. Durocher and C. Appel, Agents, attended for the Co-op.

As of 10:21a.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.

It is determined that:

1. At the start of the hearing, I raised a preliminary issue with respect to the date the application was filed with the Board, in this case, May 14, 2025.
2. Section 94.7(1) and (2) of the *Residential Tenancies Act, 2006*, the ("Act"), provide as follows:

94.7 (1) If a non-profit housing co-operative gives a member notice of termination of occupancy of the member unit under section 94.2, the co-operative may apply to the Board for an order terminating the member's occupancy of the member unit and evicting the member.

Same

(2) An application under subsection (1) may not be made later than 30 days after the termination date specified in the notice, except where the application is based on a notice of termination for a circumstance described in paragraph 3 of subsection 94.2 (1).

3. In this case, the Co-op relies on two N5C notices of termination. The first N5C notice has a termination date of September 1, 2024, and the second N5C notice has a termination date of October 31, 2024. Given that the application was filed on May 14, 2025, the application is filed 7 months after the termination date of the second N5C notice, thus not in compliance with section 94.7(2) of the Act. As a result, eviction against the Co-op Member cannot be issued.
4. The Co-op's representative argues that the 30-day clause is exempt, pursuant to section 94.2(1)3 of the Act. As a result, the application is valid and termination of the occupancy can be sought against the Co-op Member.
5. Section 94.2(1)3 of the Act provides as follows:

94.2 (1) After terminating a member's membership and occupancy rights in a non-profit housing co-operative under section 171.8 of the *Co-operative Corporations Act*, the co-operative may give the member notice of termination of the member's occupancy of a member unit under this Act in any of the following circumstances:

...

3. The member fails to pay the regular monthly housing charges lawfully owing with respect to the member unit.

...

6. I disagree with the Co-op representative's interpretation of the Act. Section 94.7(2) of the Act is specific and states that the 30-day exemption is only with

respect to applications related to arrears of housing charges. An application under subsection (1) may not be made later than 30 days after the termination date specified in the notice, **except where the application is based on a notice of termination for a circumstance described in paragraph 3 of subsection 94.2 (1).**

(Emphasis added)

7. Circumstances described in paragraph 3 of subsection 94.2(1) relate to arrears of housing charges. In this case, the Co-op's application is filed pursuant to section 94.2(1)6 of the Act, negligent and wilful damages. As such, the application is not exempt from the 30-day filing period. As the C2 application was not filed within 30 days of the termination date on the N5C notices, the Co-op's application for termination of the occupancy cannot be considered.
8. After my determination, the Co-op sought to proceed with costs only. This portion of the application is properly before the Board on the C2 application.
9. 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.
10. As of the hearing date, the Co-op Member was still in possession of the member unit.

Plumbing Invoices Incurred

11. The Co-op submitted an invoice dated July 26, 2023, from Greater Sudbury Plumbing, Heating & AC and testified that on July 25, 2025 the Co-op Member complained about both her toilets being backed up. The plumbing contractor's invoice advises that the blockage was caused by toys being thrown into the toilet, resulting in both toilets being replaced at a cost of \$1,728.81.
12. In efforts to reduce the incurred expense for the Co-op Member, the Co-op only charged the Co-op Member \$990.75. A copy of letter dated January 19, 2024, issued to the Co-op Member was submitted into evidence. To date, payment has not been made by the Co-op Member.
13. The Co-op submitted a second invoice from Greater Sudbury Plumbing, Heating & AC and testified that a second toilet blockage occurred on September 6, 2023. The Co-op testified that in this case, the Co-op Member advised the contractor that her son had again thrown toys down the toilets. As a result, both toilets had to be replaced a second time at a cost of \$1,484.57. To date, the Co-op member has failed to make payment.
14. The Co-op requests damage costs in the amount of \$2,475.32 as a result of the negligent damage caused by the Co-op Member's son by throwing toys into the toilets.

15. Based on the uncontested evidence before me, on a balance of probabilities, I find that the Co-op Member, another occupant of the member unit or a person whom the Co-op Member permitted in the residential complex wilfully or negligently caused undue damage to the member unit by throwing toys into the toilet causing them to clog.
16. The Co-op incurred reasonable costs of \$2,475.32 to replace property that was damaged and cannot be repaired.
17. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Co-op Member shall pay to the Co-op \$2,475.32, which represents the reasonable costs the Co-op has incurred as a result of the damage.
2. The Co-op Member shall pay to the Co-op \$186.00 for the cost of filing the application.
3. The total amount the Co-op Member owes the Co-op is \$2,661.32. The Co-op Member shall pay this amount to the Co-op.
4. If the Co-op Member does not pay the Co-op the full amount owing on or before February 1, 2026 the Co-op Member will start to owe interest. This will be simple interest calculated from February 2, 2026 at 4.00% annually on the balance outstanding.

January 21, 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.