



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

File Number: LTB-C-096000-25

In the matter of: 418 EAST 27TH ST
HAMILTON ON L8V 3G7

Between: Halam Park Housing Co-operative Inc. Co-op

And

Kathleen MacDonald Co-op Member

Halam Park Housing Co-operative Inc. (the 'Co-op') filed an L1 application for an order to end the occupancy of the member unit and evict Kathleen MacDonald (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. The Co-op also filed the C2 application based on a form N5C notice of termination because the Co-op Member did not pay for the charges associated with: a hot water tank rental, central air conditioning, monthly water bills, member security deposit, and membership fees; that the Co-op Member owes.

DETERMINATIONS:

1. A Case Management Hearing ('CMH') was held via video teleconference on VC line 163 on January 19, 2026 at 2:00 p.m. The Co-op's Agents Kathy Dimassi and Kris Weaver attended. 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 2:20 p.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 November 13, 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, the N4C, N8C, and N5C, and I am satisfied that they comply with the requirements of subsection 94.2 (1)3, 94.2 (1)1, and 94.2 (1)8 respectively of the RTA.
7. Regarding the Co-op's arrears application (C1), the current regular monthly housing charge due on the first of the month is \$755.00 and the total arrears owing up to and including January 31, 2026 is the amount of \$6,069.71. The arrears total of \$6,069.71 represents: \$2,497.00 arrears for regular monthly housing charges + \$5.00 membership fee + \$3,110.88 for water bills + \$1,456.83 surcharges for hot water tank rental and central air conditioning - \$1,000.00 Co-op Member payment made on July 21, 2025 = \$6,069.71.
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 refundable deposit of \$300.00.
10. Regarding the Co-op's persistent late payment application (C2), the Co-op's Agents submitted that the Co-op Member has persistently failed to pay the regular monthly housing charges on the date they became due and payable (N8C) and made partial, late, or no payments. The Co-op's Agents also submitted the Co-op Member has failed to pay the charges associated with: the hot water tank rental, monthly water bills, central air conditioning, membership security deposit, and membership fee(s) (N5C).
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; that the Co-op Member persistently failed to pay the regular monthly housing charges on the date they became due and payable; and that the Co-op Member has failed to pay charges associated with the: hot water tank rental, monthly water bills, central air conditioning, membership security deposit, and membership fee(s).
12. Based on my findings with regards to the persistent late payment application (C2), the occupancy will be **terminated on February 28, 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. I have considered the circumstances raised at the CMH in accordance with subsection 94.12(2) of the Residential Tenancies Act, 2006 (the 'Act'), and I find that it would not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 94(1)(b) of the Act.

14. All of 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 February 28, 2026. There is no opportunity to void this order.
2. 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.
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 March 1, 2026.
4. The Co-op Member shall pay to the Co-op \$24.82 per day in compensation for the use of the unit from March 1, 2026 to the date the Co-op Member vacates the unit (\$755.00 X 12 months / 365 days per year = \$24.82 per day or per diem).
5. On or before February 28, 2026 the Co-op Member shall pay to the Co-op **\$6,710.71**. This total amount represents:
 - a) \$2,497.00 arrears of the regular monthly housing charges up to and including January 31, 2026.
PLUS
 - b) \$755.00 regular monthly housing charge for period of February 2026 due on February 1, 2026.
PLUS
 - c) \$5.00 membership fee
PLUS
 - d) \$3,110.88 for monthly water bills up to December 2025
PLUS
 - e) \$1,456.83 surcharges for hot water tank rental and central air conditioning
PLUS
 - f) \$186.00 application filing fee
LESS
 - g) \$300.00 refundable deposit
LESS
 - h) \$1,000.00 payment made by Co-op Member on July 21, 2025

Arithmetically: \$2,497.00 + \$755.00 + \$5.00 + \$3,110.88 + \$1,456.83 + \$186.00 - \$300.00 - \$1,000.00 = \$6,710.71

6. If the Co-op Member fails to pay the full amount owing of **\$6,710.71** pursuant to paragraph 5 above on or before February 28, 2026, then the Co-op Member will start to owe interest on any unpaid amounts. This will be simple interest commencing March 1, 2026 calculated at a rate of 4.00% annually on the balance outstanding pursuant to the Courts of Justice Act.

January 23, 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 September 2, 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.