



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

File Number: LTB-C-088763-25

In the matter of: 704, 298 QUEENS DR
NORTH YORK ON M6L3E2

Between: UPWOOD PARK / SALVADOR DEL MUNDO
CO-OPERATIVE HOMES INC.

Co-op

and

HANAN ABDISAMAT

Co-op Member

UPWOOD PARK / SALVADOR DEL MUNDO CO-OPERATIVE HOMES INC. (the 'Co-op') applied to the Landlord and Tenant Board (the 'LTB') for an order to end the occupancy of the member unit and evict HANAN ABDISAMAT (the 'Co-op Member') because the Co-op Member did not pay the regular monthly housing charges that the Co-op Member owes and because the Co-op Member has persistently failed to pay the regular monthly housing charges on the date they become due and payable.

A Case Management Hearing (a 'CMH') was held on January 22, 2026.

Only the Co-op's Legal Representative Nicole Ruby attended.

As of 9:20, 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.

Determinations:

1. I am satisfied that the Co-op Member had proper notice of the CMH.
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 on the merits may proceed on the scheduled date and the LTB may issue an order evicting the Co-op member.
3. 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.
4. On September 22, 2025, the Co-op gave the Co-op Member an N8C notice of termination. The notice of termination contains the following allegations:

- The Co-op Member has not paid the regular housing charges in full and on time since January 2024. This is a total of 19 out of 20 months
- 5. 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.
- 6. As of the hearing date, the Co-op Member was still in possession of the member unit.
- 7. The regular monthly housing charge is \$1,220.00. It is due on the 1st day of each month.
- 8. The daily compensation is calculated as follows: \$1,220.00 x 12, divided by 365 days.
- 9. The Co-op Member has not made any payments since the application was filed.
- 10. The regular monthly housing charges owing to January 31, 2026, are \$5,200.00.
- 11. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- 12. The Co-op Member is owed \$307.00 for refundable deposits. The total refundable deposit is set off against the amount the Co-op Member owes.
- 13. 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 7, 2026, pursuant to subsection 94(1)(b) of the Act.

It is ordered that:

1. The Co-op Member's occupancy is terminated.
2. The Co-op Member must move out of the member unit on or before February 7, 2026.
3. If the unit is not vacated on or before February 7, 2026, then starting February 8, 2026, the Co-op may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 February 8, 2026.
5. The Co-op Member owes the Co-op \$4,741.42. 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 \$40.11 per day for the use of the unit starting January 23, 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 February 7, 2026, the Co-op Member will start to owe interest. This will be simple interest calculated from February 8, 2026, at 4.00% annually on the balance outstanding.

January 27, 2026
Date Issued

Lindsay Phomin
Hearings 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 August 8, 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

Amount the Co-op Member must pay

Regular Monthly Housing Charges Owing To Hearing Date	\$4,862.42
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	- \$307.00
Less the amount of the credit that the Co-op Member is entitled to	- \$0.00
Total amount owing to the Co-op	\$4,741.42
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$40.11 (per day)