



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

File Number: LTB-C-044320-25

In the matter of: 20, 390 QUARTER TOWN LINE
TILLSONBURG ON N4G5J7

Between: Dereham Forge Housing Co-op Co-op

And

Tina Mackey Co-op Member

Dereham Forge Housing Co-op (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Tina Mackey (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) and,
- The Co-op Member has persistently paid the regular monthly housing charges late (C2 application).

The Co-op also claimed other housing charges on the application.

A Case Management Hearing was held on September 3, 2025. The Parties were unable to resolve the application. Therefore, the matter proceeded to a merits hearing.

This application was heard by videoconference on December 17, 2025.

Only the Co-op's Representative, Robert Rose, and the Debbie Zock attended for the Co-op.

As of 9:16 a.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.

At approximately 9:29 a.m., after the hearing had concluded, the Co-op Member connected via phone to the hearing. I advised them that the hearing had concluded as it had been scheduled to be heard at 9:00 am and they did not attend, and as a result, the hearing proceeded as uncontested.

Determinations:

C1 Application – Non-Payment of Regular Monthly Housing Charges

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. The Co-op Member filed a response to the application as required by Rule 12.4 of the LTB's Rules of Procedure.
3. As of the hearing date, the Co-op Member was still in possession of the member unit.
4. The regular monthly housing charge is \$892.00. It is due on the 1st day of each month.
5. The daily compensation is calculated as follows: $\$892.00 \times 12$, divided by 365 days.
6. The Co-op Member has not made any payments since the application was filed.
7. The regular monthly housing charges owing to December 31, 2025 are \$10,818.00.
8. The Co-op Member also owes the Co-op \$325.00 for late charges.
9. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Co-op Member is owed \$668.00 for refundable deposits. The total refundable deposit is set off against the amount the Co-op Member owes.

C2 Application – Persistent Late Payment of Regular Monthly Housing Charges

11. On March 14, 2025, the Co-op gave the Co-op Member an N8C notice of termination. The notice of termination contains the following allegations: During the period of April 2024 to March 2025, the Co-op Member persistently paid the regular monthly housing charges late 9 out of 12 months.
12. I find that the N8C notice complies with the *Residential Tenancies Act*, as and it provides sufficient details as to the reason for the notice.
13. The Co-op's representative testified that the regular monthly housing charges are due on the 1st day of each month. The regular monthly housing charges have been paid late 9 times in the past 12 months. From April 2024 to March 2025, the Co-op Member paid regular monthly housing charges late for 9 out of 12 months.
14. On the basis of the uncontested evidence before me, I am satisfied on a balance of probabilities that the Co-op Member has persistently failed to pay the regular monthly housing charges on the date they were due.

Relief from Eviction

15. The Co-op sought a standard order terminating the occupancy and evicting the Co-op Member due to the high amount of arrears owing. They testified that they were unaware of any special circumstances of the Co-op Member that may cause the eviction to be delayed or denied. They testified that since the application was filed on May 30, 2025, to the date of the hearing, the Co-op Member has continued to fail to pay the regular monthly housing charges on the date they were due, or not at all. The Co-op sought to terminate the occupancy, and the Co-op Member was not present to submit their circumstances for the Board to consider that may cause the Board to delay or deny the eviction.
16. 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 be unfair to grant relief from eviction pursuant to subsection 94.12(1) of the Act. Therefore, the tenancy will terminate on the C2 application, even if the Co-op Member voids the C1 application order.

It is ordered that:C2 Application (non-voidable)

1. Pursuant to the C2 Application, the occupancy between the Co-op and the Co-op Member is terminated. The Co-op Member must move out of the member unit on or before February 10, 2026.

C1 Application (voidable)

2. The Co-op Member's occupancy is terminated unless the Co-op Member voids this order.
3. **The Co-op Member may void this order and continue the occupancy by paying to Co-op or to the LTB in trust:**
 - \$12,221.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$13,113.00 if the payment is made on or before February 10, 2026. See Schedule 1 for the calculation of the amount owing.
4. The Co-op Member may also make a motion at the LTB to void this order under section 74(11) and 94.16(2)(b) of the Act, if the Co-op Member has paid the full amount owing as ordered plus any additional regular monthly housing charges that became due after February 10, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Co-op Member may only make this motion once during the occupancy agreement with the Co-op.
5. **If the Co-op Member does not pay the amount required to void this order the Co-op Member must move out of the member unit on or before February 10, 2026.**

6. If the Co-op Member does not void the order, the Co-op Member owes the Co-op \$10,267.61. This amount includes arrears of regular monthly housing charges owing up to the date of the hearing and other unpaid housing charges 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.
7. The Co-op Member shall also pay the Co-op compensation of \$29.33 per day for the use of the unit starting December 18, 2025 until the date the Co-op Member moves out of the unit.
8. If the Co-op Member does not pay the Co-op the full amount owing on or before February 10, 2026, the Co-op Member will start to owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before February 10, 2026, then starting February 11, 2026, the Co-op may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 11, 2026.

January 30, 2026
Date Issued

Colette Myers
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 August 11, 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 to void the eviction order and continue the occupancy if the payment is made on or before January 31, 2026

Regular Monthly Housing Charges Owing To January 31, 2026	\$11,710.00
Total Late Charges	\$325.00
Application Filing Fee	\$186.00
Total the Co-op Member must pay to continue the occupancy	\$12,221.00

B. Amount the Co-op Member must pay to void the eviction order and continue the occupancy if the payment is made on or before February 10, 2026

Regular Monthly Housing Charge Owing To February 28, 2026	\$12,602.00
Total Late Charges	\$325.00
Application Filing Fee	\$186.00
Total the Co-op Member must pay to continue the occupancy	\$13,113.00

C. Amount the Co-op Member must pay if the occupancy is terminated

Regular Monthly Housing Charges Owing To Hearing Date	\$10,424.61
Total Late Charges	\$325.00
Application Filing Fee	\$186.00
Less the amount of refundable deposits	- \$668.00
Total amount owing to the Co-op	\$10,267.61
Plus daily compensation owing for each day of occupation starting December 18, 2025	\$29.33 (per day)