



Order under Section 94.11(3) Residential Tenancies Act, 2006

Citation: West Humber Community Co-operative v Ferrie, 2026 ONLTB 13654

Date: 2026-02-11

File Number: LTB-C-099505-25-SA

In the matter of: 1 GRACEHILL CRT
ETOBICOKE ON M9V4N5

Between: West Humber Community Co-operative Co-op

And

Patricia Ferrie Co-op Member

West Humber Community Co-operative (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Patricia Ferrie (the 'Co-op Member') and for an order to have the Co-op Member pay the regular monthly housing charges they owe because the Co-op Member failed to meet a condition specified in the order issued by the LTB on September 24, 2025 with respect to application LTB-C-034776-25.

The Co-op's application was resolved by order LTB-C-099505-25 issued on December 1, 2025. This order was issued without a hearing being held.

The Co-op Member filed a motion to set aside order LTB-C-099505-25. This motion was heard by videoconference on January 20, 2026.

The Co-op's Legal Representative, Hunter Stone, the Co-op's agent, Daniel Henry, the Co-op's Legal Representative, Manpreet Parhar, and the Co-op Member attended the hearing.

Determinations:

1. At the onset of the Hearing, the Co-op Member requested an adjournment submitting that she was working with Eviction Prevention in the Community ("EPIC") to secure funds to pay the Co-op. The Co-op opposed the adjournment request.
2. The adjournment request was denied. Given that the motion before the Board was filed by the Co-op Member on December 9, 2025, the Co-op Member has had ample time to connect with EPIC and prepare for the motion hearing. In my view, waiting for the possibility of funds does not warrant a delay of the proceedings.

Motion to Set Aside

3. The Co-op Member did not dispute that she did not meet the following condition specified in the order: the Co-op Member failed to pay \$632.43 toward arrears on or before November 19, 2025.
4. The Co-op Member further agreed that she has failed to pay the Co-op \$632.43 by December 19, 2025 and by January 19, 2026 as required by the order issued on September 24, 2025.
5. The parties agreed that the regular monthly housing charges for October 2025 to January 2026 has been paid by the Co-op Member. The Co-op Member testified that new utility costs since October 1, 2025 have also been paid in full. The Co-op did not provide evidence to contradict this.
6. The Co-op Member testified that when she agreed to the payment plan contained in the order issued on September 24, 2025, she was under the impression that EPIC would be paying the \$632.43 installments for the arrears. It was only on November 19, 2025 that she realized that EPIC was only paying the first \$632.43 installment due on October 19, 2025 and that she was responsible for the remaining installments.
7. The Co-op Member testified that she has lived in the unit for 47 years and that she currently resides with a roommate. The source of her current income is CPP survivor benefits and OW. Her roommate receives income from WSIB and ODSP. The total household income is \$1,937.00. The regular monthly housing charge is \$775.00.
8. The Co-op Member testified that she has health issues including back problems, migraines, and arthritis and that her roommate was injured and has been on bedrest for six weeks.
9. The Co-op Member testified that she and her roommate are working with EPIC to get additional funds to pay the Co-op and that she will be applying for ODSP to increase her income.
10. The Co-op Member is requesting the Board to replace the previous payment arrangement with \$350.00 installments so that the Co-op Member can preserve the occupancy.
11. The Co-op opposed the motion and submitted that the Co-op is a non-profit organization and that it relies on members to pay on time to cover operating costs. The Co-op submitted that the Co-op Member has shown no good faith in paying the arrears and that the relationship between the parties is damaged.

12. Having regard to all of the circumstances, I am satisfied that it would not be unfair to set aside order LTB-C-099505-25. I find that the Co-op Member's failure to pay \$632.43 on November 19, 2025 was due to extenuating circumstances. I accept the Co-op Member's evidence that she did not understand the arrangement with EPIC and is trying to rectify the situation by requesting additional funds from EPIC and/or taking steps to pay the arrears herself with her roommate's contribution.
13. After canvassing the Co-op Member regarding her monthly income and expenses, I am satisfied that the Co-op Member can likely pay the monthly regular housing charges and utilities in full and on time and \$350.00 towards the arrears.
14. The Co-op Member has been paying the monthly regular housing charges and the Co-op did not adduce any evidence that the payment plan proposed would prejudice the Co-op or result in undue hardship. The Co-op acknowledged that the Co-op Member has, at the very least, been in the unit for 15 years and that the Co-op was once willing to waive the arrears if the Co-op Member vacated the unit. Given the circumstances and considering the Co-op Member's health issues and limited income, I find it reasonable, and this would not unduly prejudice the Co-op, to give the Co-op Member a final opportunity to preserve the occupancy. Prejudice to the Co-op is alleviated through the Co-op's ability to apply to terminate the occupancy under section 94.11 of the Act if the order is breached.

It is ordered that:

1. The motion to set aside LTB-C-099505-25, issued on December 1, 2025, is granted.
2. Order LTB-C-099505-25, issued on December 1, 2025, is set aside and cannot be enforced.
3. Order LTB-C-034776-25, issued on September 24, 2025, is cancelled and replaced with this order.
4. The Co-op Member shall pay to the Co-op \$6,956.76 which represents the arrears of monthly housing charges plus costs and utility balances owed to the Co-op for the period ending January 31, 2026.
5. The Co-op Member shall pay to the Co-op the amount set out in paragraph 4 in accordance with the following schedule:
 - a. \$350.00 on or before the 19th day of each consecutive month starting on February 19, 2026 to August 19, 2027; and
 - b. \$306.76 on or before September 19, 2027

6. If the Co-op Member has not done so, the Co-op Member shall pay the Co-op the regular monthly housing charge for February 2026 in full by February 16, 2026.
7. The Co-op Member shall also pay to the Co-op new regular monthly housing charges on time and in full for the period March 1, 2026 to September 1, 2027, or until the arrears are paid in full, whichever date is earliest.
8. The Co-op Member shall also pay all utility balances, in full and on time as they come due for the period March 1, 2026 to September 1, 2027.
9. If the Co-op Member fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears and costs to be paid by the Co-op Member to the Co-op pursuant to paragraph 4 of this order shall become immediately due and owing and the Co-op may, without notice to the Co-op Member, apply to the LTB within 30 days of the Co-op Member's breach pursuant to section 94.11 of the Act for an order terminating the tenancy and evicting the Co-op Member and requiring that the Co-op Member pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

February 11, 2026

Date Issued

Vicky Liu

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.