



Order under Section 94.7 Residential Tenancies Act, 2006

Citation: Willow Park Co-operative Homes Inc. v Chambers, 2026 ONLTB 18018

Date: 2026-02-26

File Number: LTB-C-050928-25

In the matter of: 64, 610 BEATRICE ST E
OSHAWA ON L1K2J1

Between: Willow Park Co-operative Homes Inc. Co-op

And

Laurie Chambers Co-op Member

Willow Park Co-operative Homes Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Laurie Chambers (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*)

The Co-op also applied for an order to end the occupancy of the member unit and evict the Co-op Member because the Co-op Member has been persistently late in paying the Co-op Member's regular monthly housing charges. (*C2 Application*)

A Case Management Hearing was held on October 1, 2025. The Parties were unable to resolve the application. Therefore, the matter proceeded to a merits hearing.

This application was heard by videoconference on February 24, 2026.

The Co-op's Legal Representative, Sara Murtadha, and the Co-op Member attended the hearing.

Determinations:

C1 Application

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. As of the hearing date, the Co-op Member was still in possession of the member unit.
3. The regular monthly housing charge is \$1,281.00. It is due on the 1st day of each month.
4. The daily compensation is calculated as follows: \$1,281.00 x 12, divided by 365 days.

5. The Co-op Member paid \$2,492.00 to the Co-op since the application was filed.
6. The regular monthly housing charges owing to February 28, 2026 are \$16,615.00. The Co-op Member does not dispute the arrears owing.
7. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Co-op Member is owed \$218.00 for a damage deposit. The total refundable deposit is set off against the amount the Co-op Member owes.
9. The Co-op Member seeks to preserve the occupancy and proposed paying the Co-op the regular monthly housing charges on time and in full going forward and \$400.00 towards the arrears.
10. The Co-op Member testified that she has filed her taxes for previous years and is expected to receive a lumpsum of \$8,000.00 from CRA and that once she receives her notices of assessment, she will be able to provide them to the Co-op to reinstate her subsidy and adjust the arrears.
11. The Co-op Member testified that she has reached out to her ODSP worker, her Church and Children's Aid Society for financial support.
12. The Co-op Member testified that her sole income is approximately \$900.00 from ODSP. While she cares for her grandson, she does not receive child support or child tax benefits.
13. The Co-op Member testified that she is considering getting a roommate to increase her income and that her roommate is willing to pay \$600.00.
14. The Co-op opposed the payment plan proposed and submits that the occupancy is not viable and that the Co-op Member securing funds or a subsidy being reinstated is speculative. The Co-op has informed the Co-op Member of what is required to calculate the subsidy as early as 2024 and the Co-op Member has failed to provide the necessary documents.
15. Based on the evidence before the Board and given the current circumstances, I find that this tenancy is no longer viable. The regular monthly housing charges alone is \$1,281.00. The Co-op Member's income is about \$900.00. She simply cannot afford the regular monthly housing charges, let alone make payments towards the arrears. The Co-op Member provided no documentary or meaningful evidence to substantiate her assertions that she will receive funds from any sources or increase her income in the near future to afford the proposed payment plan.
16. Having considered all the circumstances of both parties, I find that postponing the eviction until March 31, 2026 would be fair in the circumstances. The Co-op Member has resided in the member unit for a long time and cares for her grandson. The Co-op provided no compelling circumstances that the Co-op would be unduly prejudiced if the Board delays the termination date. However, I find it unreasonable to grant the Co-op Member more time considering that the arrears are likely to accumulate each day the Co-op Member occupies the member unit. The Co-op Member is provided a short extension to locate funds to void the order or to secure alternative housing.

C2 Application

17. The C2 application is filed pursuant to an N8C notice of termination, alleging that the Co-op Member has persistently failed to pay the regular monthly housing charges on the date they were due. The regular monthly housing charges are due on the first day of each month. The notice of termination alleges that the regular monthly housing charges have been paid late every month from October 2024 to May 2025.
18. It was undisputed that after the N8C notice of termination was issued, the Co-op Member continued to pay her housing charges late or not in full. With the exception of one month when ODSP paid the Co-op \$1281.00, the Co-op has only received \$173.00 each month from ODSP on behalf of the Co-op Member.
19. Based on the evidence before the Board, I find that the pattern of late payments to be unmistakeable and persistent.
20. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. If the Co-op Member is able to void the C1 application portion of this order, I find that the Co-op Member should be provided an opportunity to preserve the occupancy if they pay the regular monthly housing charges in full and on time. The Co-op would have been made whole if arrears are paid in full and 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 Co-op Member fails to pay the regular monthly housing charges on time and in full for the next 12 months.

It is ordered that:*C1 Application*

1. The Co-op Member's occupancy is terminated unless the Co-op Member voids this order.
2. **The Co-op Member may void this order and continue the occupancy by paying to Co-op or to the LTB in trust:**
 - \$16,801.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$18,082.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. 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 March 31, 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.

4. **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 March 31, 2026**
5. If the Co-op Member does not void the order, the Co-op Member owes the Co-op \$16,312.88. 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 \$42.12 per day for the use of the unit starting February 25, 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 March 9, 2026, the Co-op Member will start to owe interest. This will be simple interest calculated from March 10, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Co-op may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 April 1, 2026.

C2 Application

10. If the Co-op Member voids the order for the C1 application, the occupancy between the Co-op Member and the Co-op continues if the Co-op Member meets the condition set out below.
11. For a period of 12 months, the Co-op Member shall pay to the Co-op the regular monthly housing charges in full and on time, commencing April 1, 2026 to and including March 1, 2027.
12. Section 94.11 of the *Residential Tenancies Act*, 2006 applies to this order. If the Co-op Member fails to make any of the payments set out in paragraph 11 of this order, the Co-op may, without notice to the Co-op Member, apply to the Board for an order terminating the occupancy of the Co-op Member's unit and evicting the Co-op Member.

February 26, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 1, 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 February 28, 2026

Regular Monthly Housing Charges Owing To February 28, 2026	\$19,107.00
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	- \$2,492.00
Less the amount the Co-op Member paid into the LTB since the application was filed	- \$0.00
Less the amount of the credit that the Co-op Member is entitled to	- \$0.00
Total the Co-op Member must pay to continue the occupancy	\$16,801.00

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 March 31, 2026

Regular Monthly Housing Charge Owing To March 31, 2026	\$20,388.00
Total Other Housing Charges	\$0.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Co-op Member paid to the Co-op since the application was filed	- \$2,492.00
Less the amount the Co-op Member paid into the LTB since the application was filed	- \$0.00
Less the amount of the credit that the Co-op Member is entitled to	- \$0.00
Total the Co-op Member must pay to continue the occupancy	\$18,082.00

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

Regular Monthly Housing Charges Owing To Hearing Date	\$18,836.88
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	- \$2,492.00
Less the amount the Co-op Member paid into the LTB since the application was filed	- \$0.00
Less the amount of refundable deposits	- \$218.00
Less the amount of the credit that the Co-op Member is entitled to	- \$0.00
Total amount owing to the Co-op	\$16,312.88
Plus daily compensation owing for each day of occupation starting February 25, 2026	\$42.12 (per day)