



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

File Number: LTB-C-057697-25

In the matter of: 33, 90 CHAPMAN CRT
LONDON ON N6G4X5

Between: Bridge End Housing Co-operative Inc. Co-op

And

Melissa McIntyre
The Estate of Melissa McIntyre Co-op Member

Bridge End Housing Co-operative Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Melissa McIntyre (the 'Co-op Member') because the Co-op Member did not pay the regular monthly housing charges that the Co-op Member owes.

A Case Management Hearing was held on November 4, 2025. The application was not resolved on that date. Therefore, the matter proceeded to a merits hearing.

This application was heard by videoconference on March 3, 2026.

The Co-op's legal representative Thomas Schoenleber, and the Landlord's agent Shaina Brady attended for the Co-op. P. Rasmussen attended the hearing on behalf of the occupants of the Member unit.

As of 9:30 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.

Determinations:

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 is deceased and 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.

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 \$977.00. It is due on the 1st day of each month.
5. The Co-op Member paid \$162.00 to the Co-op since the application was filed.
6. At the hearing, the Co-op's representative submitted that the Co-op Member is deceased, and the Co-op is not seeking any arrears of regular monthly housing charges after the end of the period during which the Co-op Member passed away. Accordingly, the arrears of regular monthly housing charges are calculated up to August 31, 2025.
7. The regular monthly housing charges owing to March 31, 2026, are \$8,776.00.
8. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Co-op Member is owed \$500.00 for refundable deposits. The total refundable deposit is set off against the amount the Co-op Member owes.

Relief From Eviction

10. The Co-op's legal representative made submissions requesting an immediate order for eviction. Further submissions were made that after the Co-op Member's passing her two adult children have continued to occupy the unit.
11. An observer to the proceedings identified herself as "P. Rasmussen" and made submissions that she was attending the hearing with the Co-op Member's two children. Ms. Rasmussen testified that she is unsure if there is an estate or estate trustee for the Co-op Member.
12. Ms. Rasmussen gave further evidence that the two occupants currently living in the unit are the Co-op Members children and the passing of their mother has been traumatic. The two children have lived with their mother their entire lives and both children have disabilities. The children's only income is from ODSP.
13. The evidence before me is that there have been efforts by the Co-op to connect the Co-op Member's children to supports and community resources since the fall of 2025. To date, there has been no progress in finding accommodations for the Co-op Member's children and there are still outstanding assessments that have not been completed to facilitate referrals and other assistance.
14. In these circumstances, a delay of eviction to March 31, 2026, is appropriate to provide the Co-op Member's children with a further brief opportunity to secure another residence however, to delay longer would be unduly prejudicial to the Co-op.
15. 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 March 31, 2026, pursuant to subsection 94(1)(b) of the Act.

It is ordered that:

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:**
 - \$8,962.00 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 \$8,462.00. 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. If the Co-op Member does not pay the Co-op the full amount owing on or before March 31, 2026, the Co-op Member will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
7. 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.
8. 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.

March 5, 2026
Date Issued

Kyle McGraw
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 March 31, 2026

Regular Monthly Housing Charges Owing To March 31, 2026	\$8,938.00
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	- \$162.00
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	\$8,962.00

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

Regular Monthly Housing Charges Owing To Hearing Date	\$8,938.00
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	- \$162.00
Less the amount the Co-op Member paid into the LTB since the application was filed	- \$0.00
Less the amount of refundable deposits	- \$500.00
Less the amount of the credit that the Co-op Member is entitled to	- \$0.00
Total amount owing to the Co-op	\$8,462.00