



Order under Section 94.7 Residential Tenancies Act, 2006

Citation: Ernescliffe Non-Profit Housing Co-operative Inc. v Scott, 2026 ONLTB 21067

Date: 2026-03-16

File Number: LTB-C-096721-24

In the matter of: 601, 197 WELLESLEY ST E
TORONTO ON M4X1E9

Between: Ernescliffe Non-Profit Housing Co-operative Co-op
Inc.

And

Rainford Scott Co-op Member

Review Order

Ernescliffe Non-Profit Housing Co-operative Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Rainford Scott (the 'Co-op Member') because the Co-op Member did not pay the regular monthly housing charges that the Co-op Member owes.

Ernescliffe Non-Profit Housing Co-operative Inc. (the 'Co-op') also applied for an order to end the occupancy of the member unit and evict Rainford Scott (the 'Co-op Member') because the Co-op Member persistently paid their regular monthly housing charges late.

This application was resolved by order LTB-C-096721-24 issued on August 11, 2025.

On September 3, 2025, the Co-op Member requested a review of the order and that the order be stayed until the request to review the order is resolved.

On September 4, 2025, interim order LTB-C-096721-24-RV-IN was issued staying the order issued on August 11, 2025.

The request to review and applications were heard by videoconference on January 27, 2026.

The Co-op's legal representative Sara Murtadha attended for the Co-op. The Co-op Member's legal representative Linda Millman, and the Co-op Member also attended the hearing.

Determinations:

Request to Review

1. At the hearing, the Co-op consented to the Request to Review.

2. The order issued on August 11, 2025, is cancelled and a new hearing was held.

C1 Application

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. The Co-op Member filed a response to the application as required by Rule 12.4 of the LTB's Rules of Procedure.
5. As of the hearing date, the Co-op Member was still in possession of the member unit.
6. The regular monthly housing charge is \$993.00. It is due on the 1st day of each month.
7. The daily compensation is calculated as follows: $\$993.00 \times 12$, divided by 365 days.
8. The Co-op Member paid \$1,484.00 to the Co-op since the application was filed. An additional payment of \$106.00 was made on November 5, 2024, that has also been deducted from the arrears owed. The total payments made by the Tenant are \$1,590.00.
9. The regular monthly housing charges owing to January 31, 2026, are \$35,239.00.
10. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Co-op Member is owed \$101.00 for refundable deposits. The total refundable deposit is set off against the amount the Co-op Member owes.

Relief From Eviction

12. The Co-op's representative submits that the Co-op is agreeable to a payment plan to satisfy the arrears, but the payment plan should not span more than one year.
13. The Co-op Member's representative made submissions that the arrears are significant and one year would not be within the Co-op Member's ability to pay. The Co-op Member proposed paying their regular monthly housing charges in full on the first day of each month, and an additional \$200.00 per month towards the arrears commencing on March 19, 2026.
14. The issue with the Co-op Member's payment plan is that they would only pay \$200.00 per month for up to one year, with the balance of any arrears being due at the end of the year. During this time the Co-op Member would seek community resources and other funding to pay the balance of any arrears. The Co-op Member also intends to seek retroactive reinstatement of their subsidy.
15. The Tenant was supported at the hearing by Alice Zenguele (AZ) from the City of Toronto "EPIC" eviction prevention program. AZ testified that she had just began working with the Co-op Member and would be seeking reinstatement of his subsidy, and after the recalculation of subsidy a payment plan could be proposed for any balance outstanding.

16. The Co-op Member's representative also submits that the Co-op Member has mental health challenges and developed a heart condition during the COVID pandemic. The Co-op Member has been at the Co-op for approximately 40 years and is one of the founders of the Co-op.
17. The Co-op Member's situation is sympathetic however, the arrears are significant, and the Landlord's N4C and N8C notices were served in November 2024. The Co-op Member was previously represented and has had the benefit of their current representative since at least the case management hearing in April 2025.
18. It has been nine months since the case management hearing and there was no evidence of any progress or steps taken to reinstate the Co-op Member's subsidy. The Co-op Member has no concrete plan to pay the arrears and is reliant on the uncertain reinstatement of their subsidy and community resources that have not yet pledged definitive support.
19. The payment plan would delay payment of the arrears and provide the Co-op Member with more time to engage in steps that ought to have already been undertaken. I am not satisfied that the Co-op Member has a reasonable or reliable plan to pay the arrears, and the payment plan proposed would be unduly prejudicial to the Co-op.
20. I do find it is appropriate to delay eviction for a brief period to provide the Co-op Member with a brief opportunity to explore options to pay the arrears or find a new residence.
21. 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 April 30, 2026, pursuant to subsection 94(1)(b) of the Act.

C2 Application

22. The Co-op served the Co-op Member with an N8C notice on November 4, 2024, with a termination date of January 31, 2025. The N8C alleges that the Co-op Member has persistently paid their regular monthly housing charges late.
23. The Co-op Member has persistently paid their regular monthly housing charges late. Specifically, the Co-op Member paid their regular monthly housing charges late each month between November 2023 and November 2024. The Co-op's ledger shows that the Co-op Member has paid their regular monthly housing charges late each month since service of the N8C notice.
24. The Co-op Member's representative made submissions that the Tenant's portion of regular monthly housing charges were "future payments for the next month" however, these payments do not cover the entirety of the market rent regardless of whether they are paid in advance.
25. The Co-op Member testified that they are able to consistently pay market rent going forward however, the Co-op's ledger shows that the Co-op Member has not paid market rent since becoming aware of the cessation of their subsidy.

Relief From Eviction

26. Despite the Co-op Member's delinquent payment history, if the Co-op Member voids the C1 portion of this order I find it is appropriate to provide the Co-op Member with an opportunity to preserve their occupancy of the unit based on the Co-op Member's longstanding tenure at the Co-op.
27. Accordingly, if the Co-op Member voids the C1 portion of this order, then commencing on May 1, 2026, up to and including April 30, 2027, the Co-op Member shall pay their regular monthly housing charges in full, and on time, on or before the first day of each month.

It is ordered that:

1. The request to review order LTB-C-096721-24 issued on August 11, 2025, is granted.
2. Order LTB-C-096721-24 issued on August 11, 2025, is cancelled and replaced with the following:

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:**
 - \$37,411.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$38,404.00 if the payment is made on or before April 30, 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 April 30, 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 April 30, 2026.**
5. If the Co-op Member does not void the order, the Co-op Member owes the Co-op \$36,677.40. 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 \$32.65 per day for the use of the unit starting January 28, 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 April 30, 2026, the Co-op Member will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.

C2 Application

10. If the Co-op Member voids the C1 portion of this order, then commencing on May 1, 2026, up to and including April 30, 2027, the Co-op Member shall pay their regular monthly housing charges in full, and on time, on or before the first day of each month.
11. Section 94.11 of the RTA applies to this order. If the Co-op Member fails to make any payments pursuant to paragraph 10 of this order, the Co-op may, without notice to the Co-op Member, apply to the LTB for an order terminating the Co-op Members occupancy rights and evicting the Co-op Member. In the application the Co-op may request an order for new arrears and charges. The Co-op must make this application no later than 30 days after the Co-op Member fails to make a payment.

March 16, 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 September 28, 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	\$38,709.00
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	- \$1,484.00
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	\$37,411.00

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 April 30, 2026

Regular Monthly Housing Charge Owing To April 30, 2026	\$39,702.00
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	- \$1,484.00
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	\$38,404.00

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

Regular Monthly Housing Charges Owing To Hearing Date	\$38,076.40
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	- \$1,484.00
Less the amount the Co-op Member paid into the LTB since the application was filed	- \$0.00
Less the amount of refundable deposits	- \$101.00
Less the amount of the credit that the Co-op Member is entitled to	- \$0.00
Total amount owing to the Co-op	\$36,677.40
Plus daily compensation owing for each day of occupation starting January 28, 2026	\$32.65 (per day)