



## Order under Section 94.7 Residential Tenancies Act, 2006

File Number: LTB-C-062476-25

In the matter of: 51, 80 SECORD AVE  
EAST YORK ON M4C5S1

Between: Secord Avenue Co-operative Homes Inc. Co-op

And

Stacey Scott Co-op Member

Secord Avenue Co-operative Homes Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Stacey Scott (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 (**C2 Application**):

- the Co-op Member has been persistently late in paying the Co-op Member's regular monthly housing charges.

The Co-op also claimed compensation for each day the Co-op Member remained in the unit after the termination date.

This application was heard by videoconference on March 10, 2026.

Only N. Ruby, legal representative, attended for the Co-op.

As of 9:34 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.

### Determinations:

#### C1 Application

- 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 \$1,182.00. It is due on the 1st day of each month.
4. The daily compensation is calculated as follows:  $\$1,182.00 \times 12$ , divided by 365 days.
5. The Co-op Member paid \$9,320.00 to the Co-op since the application was filed.
6. The regular monthly housing charges owing to March 31, 2026 are \$4,650.80.
7. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There are no refundable deposits held by the Co-op.

## **C2 Application**

9. On July 17, 2025, the Co-op gave the Co-op Member an N8C notice of termination with a termination date of September 30, 2025. The notice of termination alleges that the Co-op Member has been persistently late in paying the Co-op Member's regular monthly housing charges. Between July 2024 and July 2025, the housing charges were paid late 10 times.
10. After the N8C notice of termination was served on the Co-op Member, the Co-op Member continued to persistently pay the housing charges late for 8 additional months.
11. Based on the uncontested evidence before me, on a balance of probabilities, I find that the Co-op Member 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 regular monthly housing charges have been paid late 18 times between July 2024 and March 2026.
12. The pattern of late payments is unmistakable and persistent.
13. Given my findings on the C2, there is no opportunity to void termination of the occupancy by paying the outstanding arrears. That is, since termination of the occupancy is granted for persistent late payment of housing charges, the Co-op Member cannot void termination in this case.
14. Based on the uncontested evidence before me, 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. The Co-op Member was not present to make submission on any relief sought.

## **It is ordered that:**

1. Pursuant to the C2 application, the occupancy between the Co-op Member and the Co-op is terminated on March 29, 2026.

2. The Co-op Member shall pay to the Co-op \$4,043.40. 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.
3. The Co-op Member shall also pay the Co-op compensation of \$38.86 per day for the use of the unit starting March 11, 2026 until the date the Co-op Member moves out of the unit.
4. If the Co-op Member does not pay the Co-op the full amount owing on or before March 29, 2026, the Co-op Member will start to owe interest. This will be simple interest calculated from March 30, 2026 at 4.00% annually on the balance outstanding.
5. If the unit is not vacated on or before March 29, 2026, then starting March 30, 2026, the Co-op may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 March 30, 2026.

**March 18, 2026**  
**Date Issued**

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Mayra Sawicki  
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 30, 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 as the occupancy is terminated**

|                                                                                             |                      |
|---------------------------------------------------------------------------------------------|----------------------|
| Regular Monthly Housing Charges Owing To Hearing Date                                       | \$13,177.40          |
| Total Other Housing Charges                                                                 | \$0.00               |
| Application Filing Fee                                                                      | \$186.00             |
| NSF Charges                                                                                 | \$0.00               |
| <b>Less</b> the amount the Co-op Member paid into the Co-op since the application was filed | - \$9,320.00         |
| <b>Less</b> the amount the Co-op Member paid into the LTB since the application was filed   | - \$0.00             |
| <b>Less</b> the amount of refundable deposits                                               | - \$0.00             |
| <b>Less</b> the amount of the credit that the Co-op Member is entitled to                   | - \$0.00             |
| <b>Total amount owing to the Co-op</b>                                                      | <b>\$4,043.40</b>    |
| Plus daily compensation owing for each day of occupation starting March 11, 2026            | \$38.86<br>(per day) |