



Order under Section 94.7 Residential Tenancies Act, 2006

Citation: Tolpuddle Housing Co-operative Inc. . v Chris, 2026 ONLTB 21924

Date: 2026-03-18

File Number: LTB-C-069325-25

In the matter of: 23, 656 KING ST
LONDON ON N5W2W9

Between: Tolpuddle Housing Co-operative Inc. . Co-op

And

Chris Miller Co-op Members
Julia Colins

Tolpuddle Housing Co-operative Inc., (the 'Co-op') applied for an order to end the occupancy of the Members unit and evict Miller Chris and Julia Colins (the 'Co-op Members') because the Co-op Members did not pay the regular monthly housing charges that the Co-op Members owe (**C1 Application**).

The Co-op also applied for an order to end the occupancy of the member unit and evict the Co-op Members because (**C2 Application**):

- the Co-op Members have been persistently late in paying the Co-op Members' regular monthly housing charges.

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

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

The Co-op's agent, S. Brady, the Co-op's legal representative, L. Lux, and the Co-op Member, J. Colins, also attended the hearing.

The Co-op Member, C. Miller, 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 style of cause is amended to correct the name of the Co-op Member, Miller Chris to Chris Miller.

Preliminary Issues – Service of C. Miller

2. The Co-op Member, Julia Colins (JC), testified that Chris Miller was incarcerated a month ago and that a no contact order issued between them. The Co-op Member testified that Mr. Miller's mail is still being directed to the rental unit. She is unaware if Mr. Miller knows of today's hearing.
3. Section 191(1)(f) of the *Residential Tenancies Act, 2006*, the ("Act"), provides that, a notice or document is sufficiently given to a person other than the Board, by sending it by mail to the last known address where the person resides or carries on business.
4. On review of the Board's records, a copy of the Notice of Hearing (NOH) was mailed to Mr. Miller on February 9, 2026 and not returned by Canada Post. Accordingly, I am satisfied that the Co-op Member, Chris Miller was properly served with a copy of the NOH.

Request to Remove Chris Miller

5. At the hearing, the Co-op's representative requested to remove Chris Miller as a party to the application on the basis that he vacated the unit on April 1, 2025. The Co-op member JC was opposed as the occupancy agreement was entered into as a joint agreement and the arrears date back to 2024. JC argues that Mr. Miller is equally responsible for the arrears owing. At such time, the Co-op's representative withdrew her initial request.
6. Accordingly, the request to remove Chris Miller as a named party to the application was not considered in my determination.

Agreed Facts:

7. The regular monthly housing charge is \$758.00. It is due on the 1st day of each month.
8. The daily compensation is calculated as follows: \$758.00 x 12, divided by 365 days.
9. The Co-op Members have not made any payments since the application was filed.
10. The regular monthly housing charges owing to March 31, 2026 are \$19,868.70.
11. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There are no refundable deposits held by the Co-op.
13. The occupancy shall terminate March 14, 2026.

14. The Co-op Member shall attend the residential complex on March 14, 2026, at 12:00 p.m., to remove the remaining portions of her personal belongings.

15. The Co-op withdraws the C2 application with respect to the N8C notice of termination.

Date interest to accrue

16. The Co-op requests that interest on the balance owing begin to accrue 11 days after the order is issued.

17. JC requests that the accrual of interest be delayed by one to two months. She testified that she expects to receive funds shortly that would assist her in paying the arrears. However, JC declined to provide details regarding the alleged income she expects to receive.

18. As the Co-op Member declined to provide details regarding her alleged expected income, I find it would be unreasonable to delay the start date for interest to accrue. Accordingly, interest shall begin to accrue 11 days after the tenancy terminates.

It is ordered that:

1. The Co-op Members' occupancy is terminated on March 14, 2026.
2. The Co-op Members owe the Co-op \$19,545.90. This amount includes arrears of regular monthly housing charges owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. The Co-op Members shall also pay the Co-op compensation of \$24.92 per day for the use of the unit starting March 11, 2026 until the date the Co-op Members moves out of the unit.
4. If the Co-op Members do not pay the Co-op the full amount owing on or before March 22, 2026, the Co-op Members will start to owe interest. This will be simple interest calculated from March 23, 2026 at 4.00% annually on the balance outstanding.
5. If the unit is not vacated on or before March 14, 2026, then starting March 15, 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 15, 2026.

March 11, 2026
Date Issued

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 15, 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 Members must pay if the occupancy is terminated

Regular Monthly Housing Charges Owing To Hearing Date	\$19,359.90
Total Other Housing Charges	\$0.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Co-op Members paid into the Co-op since the application was filed	- \$0.00
Less the amount the Co-op Members paid into the LTB since the application was filed	- \$0.00
Less the amount of refundable deposits	- \$0.00
Less the amount of the credit that the Co-op Members is entitled to	- \$0.00
Total amount owing to the Co-op	\$19,545.90
Plus daily compensation owing for each day of occupation starting March 11, 2026	\$24.92 (per day)