



Order under Section 94.7 Residential Tenancies Act, 2006

Citation: Clintwood Non-Profit Housing Co-operative Inc v Silveria, 2026 ONLTB 24807

Date: 2026-03-27

File Number: LTB-C-102589-25

In the matter of: UNIT 7, 1978 VICTORIA PARK AVE
TORONTO ON M1R1T9

Between: Clintwood Non-Profit Housing Co-operative Inc Co-op

And

Kelly Silveria Co-op Member

Clintwood Non-Profit Housing Co-operative Inc (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Kelly Silveria (the 'Co-op Member') because:

- the Co-op Member, another occupant of the member unit or someone the Co-op Member permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Co-op or another member of the Co-op or occupant of the residential complex.
- 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 February 10, 2026.

The Co-op's legal representative Michael Hackl, the Co-op's agent, Lauren Hele, and the Co-op Member attended the hearing.

It is determined that:

1. As explained below, the Co-op has proven on a balance of probabilities the grounds for termination of the occupancy however, in the circumstances a conditional order is appropriate.

N5C Notice of Termination- Substantial Interference

2. On November 25, 2025, the Co-op gave the Co-op Member an N5C notice of termination with a termination date of December 27, 2025. The notice of termination contains the following allegations that on September 6, 2025, the Co-op Member or their guests were arguing and using offensive language.
3. The N5C notice also alleges that on October 16, 22, and 23, 2025, the Co-op was unable to access the Co-op Member's unit to perform smoke detector maintenance due to a chain lock being installed on the door.
4. The Co-op's N5C notice contains other allegations in relation to guests of the Co-op Member however, none of these allegations provide dates or times of the incidents.
5. According to the Ontario Divisional Court's decisions in both *Kuzyk v. S.K. Properties* and *Ball v. Metro Capital Property and Lockhurst*, if a Notice of Termination issued by a landlord is confusing to the degree that a reasonable person could not understand the precise actions or omissions that caused the landlord to pursue eviction, the notice of termination is defective.
6. Accordingly, only the allegations from September 6, 2025, and those between October 16-October 23, 2025, were considered at the hearing.

September 6, 2025

7. The Co-op's agent Lauren Hele (LH) testified that the Co-op received an e-mail from another Co-op member dated September 6, 2025, complaining about an argument between individuals in the Co-op Member's unit.
8. The e-mail also states that the Co-op Member was not home at the time and the belief is that the Co-op Member is letting strangers enter her unit.
9. LH also testified that she spoke to one of the Co-op Member's neighbour about the incident who was concerned that her young child was subjected to vulgar language from the Co-op Member's guests/occupants.
10. The Co-op Member testified that she asked if she was allowed to leave her unit when she has guests and was unaware of an argument on that day.

October 16-23

11. LH testified that between October 16 and October 23 the Co-op attempted to install smoke detectors because during an annual inspection it was noted that the Co-op Member had taken down the smoke detectors in the unit.

12. LH gave evidence that maintenance attempted to use the master key to enter the Co-op Member's unit and there was a door "latch lock" preventing entry. LH further testified that the back door was also inaccessible due to a chain lock that was not approved.

Voiding

13. Section 94.5 (4) of the Act provides:

(4) The notice of termination for a circumstance described in paragraph 8 of subsection 94.2 (1) is void if the member, within seven days after receiving the notice, stops the conduct or activity or corrects the omission.

14. LH testified that on November 27, 2025, the Co-op Member sent a text message to the Co-op's president asking to let one of her guests into the complex or the Co-op Member's unit.
15. The Co-op was unable to enter the Co-op Member's unit on November 27, 2025, when maintenance tried to enter after providing notice of entry. The Co-op's maintenance worker attempted to enter the Co-op Member's unit at 9:20 a.m. and the lock was engaged.
16. LH also testified that on November 28, 2025, guests of the Tenant were in the "vestibule" area waiting for the Co-op member.
17. Based on the evidence before me, there were no other incidents of the Co-op Member's guests causing disturbances, arguing, or causing concern to children in the complex. Accordingly, the Co-op Member voided this allegation in the N5C notice.
18. The Co-op Member did not void the notice in relation to the allegation that the Co-op Member prevented entry to the unit by the Co-op.

N8C Notice of Termination

19. On December 4, 2025, the Co-op gave the Co-op Member an N8C notice of termination with a termination date of February 28, 2026. The notice of termination contains the allegation that the Co-op Member has persistently paid their regular monthly housing charges late.

Persistently Late

20. 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 1st day of each month. The regular monthly housing charges have been paid late 5 times in the past 7 months between June and December 2025. The Co-op Member failed to pay rent in April, October, and December 2025.

21. The Co-op Member testified that the late payment issue was because her only source of income is ODSP, but she has since rectified the issue by arranging with her “worker” to direct pay the Co-op for her regular monthly housing charges.
22. The LH confirmed that since the N8C notice the Co-op Member has paid their regular monthly housing charges on time in January and February 2026.

Costs

23. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

24. The Co-op requested an order for eviction based on the allegations. The Co-op Member made submissions that she would abide by any conditions imposed by a conditional order.
25. Despite the Co-op’s submissions that there are other issues surrounding the Co-op Member’s occupancy, the only allegations proven were those in relation to not permitting entry, and persistent late payment of regular monthly housing charges.
26. The Co-op Member testified that the other issues with the occupancy of her unit have been resolved, and she no longer has “traffic” coming to her unit. The Co-op Member disputed the assertion that her behaviour would not change.
27. The Co-op Member testified that she is a vulnerable individual with previous addiction issues she has overcome. The Co-op Member does not have family to support her and does not have the funds to move. The Co-op Member’s only source of income is ODSP. I am satisfied a conditional order is appropriate in the circumstances. The date by which the filing fee must be paid is also extended due to the Co-op Member’s limited income.
28. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 94.12(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Co-Op Member's occupancy continues if the Co-op Member meets the conditions set out below.
2. For the duration of the Co-op Member’s occupancy, the Co-op Member shall permit entry by the Co-op in accordance with any relevant/applicable sections of the Act, or the Co-op’s By-Laws.

3. For the duration of the Co-op Member's occupancy, the Co-op Member shall ensure that upon lawful entry attempts by the Co-op any additional locking mechanisms, chain locks, or slide locks are disengaged, and only those locks for which the Co-op has a key may be locked.
4. Commencing on May 1, 2026, and for a period of two years thereafter, up to and including April 1, 2028, 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.
5. Section 94.11 of the RTA applies to this order. If the Co-op Member fails to comply with the conditions in paragraph 2 or 3, or fails to make any payments pursuant to paragraph 4 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. The Co-op must make this application no later than 30 days after a breach of payment or condition.
6. The Co-op Member shall pay to the Co-op \$186.00 for the cost of filing the application.
7. If the Co-op Member does not pay the Co-op the full amount owing on or before May 31, 2026, the Co-op Member will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.

March 27, 2026
Date Issued

Kyle McGraw
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.