



Order under Section 94.11(1) Residential Tenancies Act, 2006

Citation: Village Green Co-operative Homes Inc. v Cowton, 2026 ONLTB 24878

Date: 2026-03-25

File Number: LTB-C-108916-25

In the matter of: 11 TOWBRIDGE CRES
BRAMPTON ON L6Y2H6

Between: Village Green Co-operative Homes Inc. Co-op

And

Amanda Cowton
Josh Cowton Co-op Members

Village Green Co-operative Homes Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Amanda Cowton and Josh Cowton (the 'Co-op Members') and for an order to have the Co-op Members pay the regular monthly housing charges they owe because the Co-op Members failed to meet a condition specified in the mediated settlement signed by the parties on with respect to application LTB-C-072274-25.

The Co-op's application was resolved by order LTB-C-108916-25, issued on January 7, 2026. This order was issued without a hearing being held.

The Co-op Member filed a motion to set aside order LTB-C-108916-25.

This motion was heard by videoconference on February 10, 2026.

The Co-op's legal representative Amanda Montgomery, and the Co-op Member Amanda Cowton attended the hearing.

Determinations:

There was a breach of the previous mediated settlement

1. The Co-op Members failed to meet a condition specified in the mediated settlement with respect to application LTB-C-072274-25.
2. The Co-op Member acknowledged that they failed to pay the regular monthly housing charges due on December 1, 2025, as required by LTB-C-072274-25.

The surrounding circumstances

3. The Co-op Member testified that Josh Cowton received a notification from the bank advising him about “unusual activity” on the account in late November 2025.
4. The Co-op Member’s evidence is that the e-mail from the bank went to a “spam” folder and by the time it was discovered the bank account had been emptied of funds. The Co-op Member further testified that she sent an e-mail to the Co-op advising them of the issue with the account.
5. The Co-op Member submitted one e-mail from the bank with a heading “Fraud Alert” however, I do not find there is sufficient evidence to find that the Co-op Member’s account was actually subjected to fraud or illegal activity.
6. The Co-op Member did not submit any other documents to corroborate her testimony in relation to the issues with the bank account other than the initial e-mail. There were no police reports submitted, and no correspondence with the bank to show any investigation into the purported fraud.
7. In the e-mail submitted by the Co-op Member the text reads, “Fraud Alert Transaction verification is required”. This does not state that any funds were taken from the Co-op Member’s account and actually shows that because of suspected fraudulent activity transactions require verification before being processed.
8. I am not satisfied that the Co-op Member was unable to pay the regular monthly housing charges in December as a result of fraudulent activity on the account.
9. The Co-op submits that the Co-op Member has also not paid their regular monthly housing charges for January or February 2026. The Co-op Member disputed this testifying that two money orders were sent but are being tracked by Canada Post because the Co-op has not yet received them.
10. This is the Co-op Member’s second set aside motion and the Co-op Member breached the previous order in December 2025, leading to this set aside motion and has subsequently breached again in January and February 2026. The Co-op Member did not dispute that the last payment to the Co-op was on March 6, 2025.
11. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-C-108916-25. The Tenant’s motion to set aside is denied.

The stay is lifted on April 30, 2026

12. The Co-op Member gave evidence that they are currently not employed having lost their job in November 2025. The Co-op Member has three children living in the unit and has lived in the Co-op for approximately 20 years.

13. The Co-op Member requested the stay be lifted in three to six months if the motion is denied. The Co-op Member has not paid any amounts to the Co-op since March 6, 2025, and it would be prejudicial to grant the delay requested by the Co-op Member.

14. A brief delay in lifting the stay is appropriate in the circumstances. Therefore, the stay of order LTB-C-108916-25 is lifted on April 30, 2026.

It is ordered that:

1. The motion to set aside Order LTB-C-108916-25, issued on January 7, 2026, is denied.
2. The stay of order LTB-C-108916-25 is lifted on April 30, 2026.
3. Order LTB-C-108916-25 is unchanged.

March 25, 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 November 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 member unit is located.