



Order under Section 94.7 Residential Tenancies Act, 2006

Citation: Native Inter-Tribal Housing Co-operative Inc v Ireland, 2026 ONLTB 24130

Date: 2026-04-01

File Number: LTB-C-060000-25

In the matter of: 10, 132 BASE LINE RD W
LONDON ON N6J1V2

Between: Native Inter-Tribal Housing Co-operative Inc Co-op

And

Tara Ireland Co-op Member

Native Inter-Tribal Housing Co-operative Inc (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Tara Ireland (the 'Co-op Member') because the Co-op Member did not pay the regular monthly housing charges that the Co-op Member owes.

A Case Management Hearing was held on October 30, 2025. The Parties were unable to resolve the application. Therefore, the matter proceeded to a merits hearing.

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

The Co-op's agents Judy Hall and Darlene Bellerose attended for the Co-op. The Co-op Member also attended the hearing.

Determinations:

1. 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. The Co-op Member did not file a response to the application. As of the hearing date, the Co-op Member was still in possession of the member unit.
3. The regular monthly housing charge is \$1,700.00. It is due on the 1st day of each month.
4. The daily compensation is calculated as follows: \$1,700.00 x 12, divided by 365 days.
5. The Co-op Member has not made any payments since the application was filed.
6. The regular monthly housing charges owing to February 28, 2026, are \$34,654.00.

7. The Co-op Member disputed the quantum of arrears alleged to be outstanding on the basis that her monthly housing charges were previously subsidized, but her income verification information was misplaced. The Co-op Member's position is that she was not notified until some time in 2025 that her monthly housing charges were no longer subsidized and being charged at the market rate.
8. Section 203.1 of the Act provides:

203.1 The Board shall not make determinations or review decisions in respect of non-profit housing co-operatives concerning,

 - (a) housing charges that have been established by a resolution of the members of a non-profit housing co-operative or, where authorized by the by-laws of the co-operative, by the board of directors of the co-operative;
 - (b) eligibility for, or the amount of, any subsidy established for the regular monthly housing charges; or
 - (c) eligibility for, or the amount of, any subsidy awarded to a member.
9. Accordingly, I am unable to consider the Co-op Member's submissions in relation to the revocation of her subsidy. Based on the evidence before me, I am satisfied that the regular monthly housing charges are \$1,700.00 per month, and the regular monthly housing charges owing to February 28, 2026, are \$34,654.00.
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 \$500.00 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 Member requested a payment plan to pay back the arrears of regular monthly housing charges. The Co-op Member gave evidence about her income and expenses to determine the viability of any payment plan proposed.
13. The Co-op Member has a daughter, and both of their incomes are social assistance from either ODSP or OW. The Co-op Member's evidence in relation to her income and the income her daughter receives was not entirely clear however, using the Co-op Member's own evidence the Co-op Member's income is insufficient to afford the regular monthly housing charges, nor additional payments towards arrears of monthly housing charges.
14. If the Co-op Member were to use the only disposable income of \$43.00 each month to pay towards the arrears it would take the Co-op Member 67 years to pay the arrears. This would also leave the Co-op Member with no other disposable income for groceries, toiletries, or other basic living necessities.
15. I am not satisfied that the Co-op Member can afford the regular monthly housing charges, nor payments towards the arrears. In these circumstances, a payment plan is not appropriate.

16. The Co-op requested a standard order for eviction within 11 days. The Co-op Member did not make submissions requesting any delay testifying that she had resided at the Co-op for 20 years. The Co-op Member gave evidence that her daughter is unable to assist her if she is required to move out.
17. The arrears of monthly housing charges are significant, and the Co-op Member has not made any payments despite testifying to receiving social assistance. A brief delay of eviction to April 30, 2026, is reasonable to provide the Co-op Member with time to find a new residence or pay the arrears. To delay longer would be unduly prejudicial to the Co-op given the quantum of arrears that have accrued.
18. 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.

It is ordered that:

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:**
 - \$38,240.00 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 \$33,198.90. This amount includes arrears of regular monthly housing charges owing up to the date of the hearing and the cost of filing the application. 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 \$55.89 per day for the use of the unit starting February 11, 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 April 30, 2026.

April 1, 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 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 April 30, 2026

Regular Monthly Housing Charge Owing To April 30, 2026	\$38,054.00
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	- \$0.00
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	\$38,240.00

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

Regular Monthly Housing Charges Owing To Hearing Date	\$33,512.90
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	- \$0.00
Less the amount the Co-op Member paid into the LTB since the application was filed	- \$0.00
Less the amount of refundable deposits	- \$500.00
Less the amount of the credit that the Co-op Member is entitled to	- \$0.00
Total amount owing to the Co-op	\$33,198.90
Plus daily compensation owing for each day of occupation starting February 11, 2026	\$55.89 (per day)