



Order under Section 94.7 Residential Tenancies Act, 2006

File Number: LTB-C-093503-25

In the matter of: 32, 90 CHAPMAN CRT
LONDON ON N6G4X5

Between: Bridge End Housing Co-operative Inc. Co-op

And

Leslie McLeish Co-op Member

Bridge End Housing Co-operative Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Leslie McLeish (the 'Co-op Member') because the Co-op Member did not pay the regular monthly housing charges that the Co-op Member owes.

The Co-op also claimed other housing charges on the application.

A Case Management Hearing was held on January 26, 2026. The Parties were unable to resolve the application. Therefore, the matter proceeded to a merits hearing.

This application was heard by videoconference on April 7, 2026. S. Brady, the Co-op's Agent, and T. Schoenleber, the Co-op's Legal Representative, 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. As of the hearing date, the Co-op Member was still in possession of the member unit.
3. The regular monthly housing charge is \$902.00. It is due on the first day of each month.
4. The daily compensation is calculated as follows: \$902.00 x 12, divided by 365 days.
5. The Co-op Member paid \$822.00 to the Co-op since the application was filed.
6. The regular monthly housing charges owing to April 30, 2026, are \$6,930.00.

7. The Co-op Member also owes the Co-op \$225.00 for other housing charges incurred for the late payments of the regular monthly housing charges.
8. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. 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

10. The Co-op Member has resided in the unit since 2012 and receives monthly income of approximately \$1,600.00 from the Ontario Disability Support Program (ODSP).
11. The unit was originally subsidized with the regular monthly housing charges geared to income. While the Co-op Member claimed that she lost the subsidy for the unit because she did not want to live in buildings with bedbugs and cockroaches, the Co-op stated that it was because she was over housed. The Co-op Member's claim that a final decision on the loss of the subsidy had not yet been made was disputed by the Co-op. The Co-op was informed by the city that the decision remains unchanged.
12. The Co-op Member stated that the arrears will be addressed but did not provide any evidence on how that will be achieved. The Co-op Member's ODSP worker may assist her, but it is also unclear how.
13. Despite income of \$1,600.00, the Co-op Member has not paid the full regular monthly housing charges which has continued to accumulate. The Co-op Member will be given additional time to seek assistance in possibly having the outstanding arrears paid for her.
14. 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 May 14, 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:**
 - \$7,341.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$8,243.00 if the payment is made on or before May 14, 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 May 14,

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 May 14, 2026**
5. If the Co-op Member does not void the order, the Co-op Member owes the Co-op \$6,146.55. This amount includes arrears of regular monthly housing charges owing up to the date of the hearing and other unpaid housing charges 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 \$29.65 per day for the use of the unit starting April 8, 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 25, 2026, the Co-op Member will start to owe interest. This will be simple interest calculated from April 26, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 14, 2026, then starting May 15, 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 May 15, 2026.

April 14, 2026
Date Issued

Jitewa Edu
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 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 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 Charges Owing To April 30, 2026	\$7,752.00
Total Other Housing Charges	\$225.00
Application Filing Fee	\$186.00
Less the amount the Co-op Member paid into the Co-op since the application was filed	- \$822.00
Total the Co-op Member must pay to continue the occupancy	\$7,341.00

B. Amount the Co-op Member must pay to void the eviction order and continue the occupancy if the payment is made on or before May 14, 2026

Regular Monthly Housing Charge Owing To May 31, 2026	\$8,654.00
Total Other Housing Charges	\$225.00
Application Filing Fee	\$186.00
Less the amount the Co-op Member paid to the Co-op since the application was filed	- \$822.00
Total the Co-op Member must pay to continue the occupancy	\$8,243.00

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

Regular Monthly Housing Charges Owing To Hearing Date	\$7,057.55
Total Other Housing Charges	\$225.00
Application Filing Fee	\$186.00
Less the amount the Co-op Member paid into the Co-op since the application was filed	- \$822.00
Less the amount of refundable deposits	- \$500.00
Total amount owing to the Co-op	\$6,146.55
Plus, daily compensation owing for each day of occupation starting April 8, 2026	\$29.65 (per day)