



Order under Section 94.7 Residential Tenancies Act, 2006

Citation: Cole Road Co-operative Community Inc. v Forde, 2026 ONLTB 28972

Date: 2026-04-23

File Number: LTB-C-098827-25

In the matter of: 21, 125 COLE RD
GUELPH ON N1G4S8

Between: Cole Road Co-operative Community Inc. Co-op

And

Jeannette Forde Co-op Member

Cole Road Co-operative Community Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Jeannette Forde (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 February 17, 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. Black, the Co-op's Agent, and H. Stone, the Co-op's Legal Representative, attended for the Co-op. The Co-op Member's son, S. Forde (SF), and agent, T. Glen (TG), also attended the hearing with written authorization from the Co-op Member.

Preliminary Issues:

SF and TG sought an adjournment for several reasons:

- a. This application is not a straightforward stand-alone application about arrears but encompasses issues regarding the loss of a housing subsidy, and the Co-op's coercion of the Co-op Member into giving it up. The Co-op Member filed an application before the Human Rights Tribunal in 2023, but the matter is yet to be heard due to a backlog. In addition, the Co-op Member appears to have filed complaints with the Ombudsman.
- b. SF was named in the Occupancy Agreement for the unit, but the documentation cannot be located and has not been provided by the Co-op. They also claimed contradictorily that the Co-op refused to add SF to the agreement

- c. Denial of the adjournment request will be a perpetuation of the injustice the Co-op Member has suffered at the hands of the Co-op and the service manager who oversees the allocation of the housing subsidy. Denying the adjournment and issuing a decision will legitimize the unlawful actions of the Co-op.

The Co-op opposed the adjournment request by stating that the housing subsidy was revoked in 2021. The Co-op provided a court issued Endorsement dated February 19, 2026, which indicates that SF sought an order prohibiting the LTB from having an eviction hearing or rendering an order of eviction in this application. The court found the request premature and declined to order a prohibition. TG argued that they have filed to request for reconsideration of the court's decision due to factual errors.

Section 94.9 of the *Residential Tenancies Act, 2006* ('the Act') prohibits the LTB from inquiring into or making any determination as to whether the member's membership and occupancy rights were properly terminated under section 171.8 of the Co-operative Corporations Act. Therefore, no determinations will be made regarding the loss of the Co-op Member's subsidy.

Section 183 of the Act provides that the Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter. Here, the Co-op Member understands the issue for determination is simply their alleged failure to pay the regular monthly housing charges. Adjourning the hearing so that the Human Rights Tribunal first decides on the Co-op Member's claims about the Co-op's failures to accommodate them will not be reasonable in this circumstance. That application has not been set for a hearing, and the decision is unlikely to impact the amount of the regular monthly housing charges owed by the Co-op Member. The court's endorsement notes the Co-op's argument that the Co-op Member never appealed the decision revoking their housing subsidy and is therefore statute barred from doing so.

On the issue of SF's membership of the unit, I am satisfied from the evidence that he is not a Member of the Co-op. An Occupancy Agreement presented by the Co-op, dated July 1, 2022, indicates that SF is a non member occupant of the unit, and he signed the agreement as such on August 15, 2022.

The Co-op sought to amend the application to include the arrears of the regular monthly housing charges owed for November 2025. The Co-op Member did not oppose the request. Therefore, the application is amended to include the arrears of \$1,001.00 owed for November 2025.

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 \$1,116.00. It is due on the first day of each month.
4. The daily compensation is calculated as follows: \$1,116.00 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 April 30, 2026, are \$36,672.00.
7. The Co-op Member also owes the Co-op \$100.00 for other housing charges/late fees.
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 \$471.00 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 been abroad since 2022 after suffering a stroke in 2023, and it is unclear if she plans to return because the state of her health prevents her from air travel.
11. SF stated that the outstanding arrears is artificially inflated because it was caused by the removal of the subsidy.
12. SF further repeated some of the preliminary statements they already made and blamed the Co-op's Agent for not accepting authorization forms which he provided for his mother. As already stated, the LTB cannot go behind the Co-op's determination of the regular monthly housing charges.
13. The outstanding amount is substantial, and the Co-op Member has not paid any regular monthly housing charges since the application was filed. Denying eviction in this circumstance will be unreasonable.
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 23, 2026, pursuant to subsection 94(1)(b) of the Act. Additional time is given to the Co-op Member to secure alternative accommodation and pay the outstanding amount.

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:**
 - \$36,958.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$38,074.00 if the payment is made on or before May 23, 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 23, 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 23, 2026**
5. If the Co-op Member does not void the order, the Co-op Member owes the Co-op \$35,627.83. 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 \$36.69 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 May 4, 2026, the Co-op Member will start to owe interest. This will be simple interest calculated from May 5, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 23, 2026, then starting May 24, 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 24, 2026.

April 23, 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 24, 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	\$36,672.00
Total Other Housing Charges	\$100.00
Application Filing Fee	\$186.00
Total the Co-op Member must pay to continue the occupancy	\$36,958.00

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 23, 2026

Regular Monthly Housing Charge Owing To May 31, 2026	\$37,788.00
Total Other Housing Charges	\$100.00
Application Filing Fee	\$186.00
Total the Co-op Member must pay to continue the occupancy	\$38,074.00

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

Regular Monthly Housing Charges Owing To Hearing Date	\$35,812.83
Total Other Housing Charges	\$100.00
Application Filing Fee	\$186.00
Less the amount of refundable deposits	- \$471.00
Total amount owing to the Co-op	\$35,627.83
Plus, daily compensation owing for each day of occupation starting April 8, 2026	\$36.69 (per day)