



Order under Section 94.7 Residential Tenancies Act, 2006

Citation: Elmview Estates Housing Co-operative Inc. v Robbins, 2026 ONLTB 33654

Date: 2026-04-30

File Number: LTB-C-076956-25

In the matter of: 17, 240 BURWELL RD
ST THOMAS ON N5P4H1

Between: Elmview Estates Housing Co-operative Inc. Co-op

And

Jason Robbins Co-op Member

Elmview Estates Housing Co-operative Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Jason Robbins (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.

Elmview Estates Housing Co-operative Inc. (the 'Co-op') also applied for an order to end the occupancy of the member unit and evict Jason Robbins (the 'Co-op Member') because the Co-op Member no longer qualifies to live in the member unit.

A Case Management Hearing was held on November 20, 2025. The Parties were unable to resolve the application. Therefore, the matter proceeded to a merits hearing.

This application was heard by videoconference on March 17, 2026.

The Co-op's legal representative Joel Cross, and the Co-op's agent Nikath Begum attended for the Co-op. The Co-op Member also attended the hearing with support from Deborah Marshall.

Determinations:

C1 Application- Validity of the N4C

1. At the outset of the hearing, I raised a preliminary issue in relation to the validity of the N4C. The first page of the Co-op's N4C lists arrears of regular month housing charges in the amount of \$9,450.00.

2. Section 94.2(1) 3) of the Residential Tenancies Act, 2006, the ("Act'), provides that after terminating a member's membership and occupancy rights in a non-profit housing co-operative under section 171.8 of the Co-operative Corporations Act, the co-operative may give the member notice of termination of the member's occupancy of a member unit under this Act in any of the following circumstances:

- 3) The member fails to pay the regular monthly housing charges lawfully owing with respect to the member unit.

3. Section 94.4(2) of the Act provides that:

- (2) In a circumstance described in paragraph 3 of subsection 94.2 (1), the notice of termination shall,

- (a) provide a termination date not earlier than the 14th day after the notice is given;

- (b) set out the amount of the regular monthly housing charges that is due; and

- (c) specify that the member may avoid the termination of the occupancy by paying, on or before the termination date specified in the notice, the amount as set out in the notice and any additional regular monthly housing charges that have become due as at the date of payment by the member.

4. The text of the N4C notice advises Co-op Members, "The Co-op's ledger showing the monthly housing charges and your payments is attached."
5. The Co-op's N4C attaches 4 separate ledgers spanning different periods of time. The Co-op Member testified that he was confused by the 4 different amounts listed on the ledgers. The Co-op's ledgers list the following regular monthly housing charges being owed at various times:
 - September 2023 Ledger- \$14,032.60;
 - October 2023 Ledger- \$10,088.60 (this same ledger shows a balance ending September 2023 of \$9,745.60);
 - March 2025 Ledger- \$10,460.00 with \$950 in late fees. A handwritten note at the bottom of this ledger states the "updated" arrears are \$9,535.60 and the total arrears are \$10,335.60;
 - July 2025 Ledger- \$10,335.60.
6. The July 2025 ledger is the most contemporaneous to the service of the N4C notice however, the quantum of arrears of regular monthly housing charges listed on the N4C notice and the ledger differs by \$885.60. This amount does not equate to the \$950.00 in other housing charges requested by the Co-op which would reasonably explain the discrepancy.

7. None of the amounts listed on any of the ledgers correspond to the amount of arrears of monthly housing charges listed on the first page of the N4 notice. The ledgers contain no explanation for the discrepancies and the Co-op's representative acknowledged that even when the ledgers are calculated the arrears of regular monthly housing charges are actually \$0.60 higher than what is listed on the N4C notice (\$9,450.60).
8. While the Co-op's representative submits that the Co-op is willing to waive the \$0.60 difference which would not be prejudicial to the Co-op Member, this discrepancy still contributes to the confusion caused by the multiple conflicting ledgers. Even if the Co-op Member was to calculate the ledgers as suggested by the Co-op's representative, they would still not arrive at the same calculation that was contained on page 1 of the N4C notice.
9. The N4C notice of termination issued by the Co-op does not comply with the requirements of subsection 94.4(2)(b) of the Act to set out the amount of regular monthly housing charges that are owed. The arrears claimed on the N4C notice of termination are incorrect as the arrears owed are more than what is claimed on the N4C notice of termination.
10. Despite there being no prejudice to the Co-op Member by the \$0.60 error, the N4C notice when read in its' entirety with the ledgers is confusing to the degree that a reasonable person could not understand the quantum of arrears of monthly housing charges alleged to be owed and is therefore invalid.
11. The Co-op's C1 application is dismissed.

C2 Application- N8C Notice of Termination

12. On July 24, 2025, the Co-op gave the Co-op Member an N8C notice of termination with a termination date of September 30, 2025. The notice of termination contains the allegation that the Co-op Member does not qualify to live in subsidized or public housing pursuant to section 94.2(1) 2.
13. Section 94.2(1) 2. Provides:

94.2 (1) After terminating a member's membership and occupancy rights in a non-profit housing co-operative under section 171.8 of the *Co-operative Corporations Act*, the co-operative may give the member notice of termination of the member's occupancy of a member unit under this Act in any of the following circumstances:

 2. The member unit is in a residential complex described in paragraph 1, 2 or 3 of subsection 7 (1) and the member has ceased to meet the qualifications required for occupancy of the member unit. [Emphasis added]
14. The member units described in section 7(1) paragraphs 1, 2, and 3 are:
 1. A rental unit located in a residential complex owned, operated or administered by or on behalf of the Government of Canada or an agency of the Government of Canada.

2. A rental unit in a designated housing project as defined in the *Housing Services Act, 2011* that is owned, operated or managed by a service manager or local housing corporation as defined in that Act.

3. A rental unit located in a non-profit housing project or other residential complex, if the non-profit housing project or other residential complex was developed or acquired under a prescribed federal, provincial or municipal program and continues to operate under,

i. Part VII of the *Housing Services Act, 2011*,

ii. a pre-reform operating agreement as defined in the *Housing Services Act, 2011*, or

iii. an agreement made between a housing provider, as defined in the *Housing Services Act, 2011*, and one or more of,

A. a municipality,

B. an agency of a municipality,

C. a non-profit corporation controlled by a municipality, if an object of the non-profit corporation is the provision of housing,

D. a local housing corporation as defined in the *Housing Services Act, 2011*, or

E. a service manager as defined in the *Housing Services Act, 2011*.

15. Section 94.2(1) 2. requires the Co-op to prove that the member unit is part of a residential complex as described in section 7(1) paragraphs 1, 2, or 3.

16. The only evidence at the hearing in relation to this issue is that the Tenant was in receipt of a subsidy described as "RGI" (rent geared to income). I am not satisfied that this alone is sufficient to discharge the Co-op's burden to prove, on a balance of probabilities, that the member unit is located in a residential complex described by section 7(1) paragraphs 1, 2, or 3.

17. The Co-op has not proven that the member unit is a designated social housing unit pursuant to section 7(1) paragraphs 1, 2, or 3 and accordingly, the Co-op's application must be dismissed.

It is ordered that:

1. The Co-op's C1 and C2 applications are dismissed.

April 30, 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.