



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

Citation: Bonaventure Place Housing Co-operative v Maclean, 2026 ONLTB 34030

Date: 2026-04-30

File Number: LTB-C-011716-26

In the matter of: 17, 121 BONAVENTURE DR
LONDON ON N5V4H4

Between: Bonaventure Place Housing Co-operative Co-op

And

Diane Maclean Co-op Member

Bonaventure Place Housing Co-operative (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Diane Maclean (the 'Co-op Member') and for an order to have the Co-op Member pay the regular monthly housing charges they owe because the Co-op Member failed to meet a condition specified in the with respect to application LTB-C-058219-25.

The Co-op's application was resolved by order LTB-C-011716-26, issued on February 18, 2026. This order was issued without a hearing being held.

The Co-op Member filed a motion to set aside order LTB-C-011716-26.

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

The Co-op's legal representative Stephanie Sutherland, the Co-op's agent Cassie Walker, and the Co-op Member attended the hearing. The Co-op Member was supported at the hearing by her daughter Ashley Maclean.

Determinations:

There was a breach of the previous order

1. The Co-op Member failed to meet a condition specified in the order with respect to application LTB-C-058219-25, specifically, the Co-op Member failed to pay the regular monthly housing charges due on February 1, 2026, and a payment towards arrears that was also due on February 1.
2. The Co-op Member did not dispute the breach.

The Surrounding Circumstances

3. The Co-op Member's evidence is that they attempted to make payment on the first as required by the order, but the Co-op's office was closed. The Co-op Member submits that they were unable to send an e-transfer because they did not have the Co-op's correct e-mail address to provide payments.
4. The Co-op Member testified that they attempted to pay on February 1, which was a Friday, but the Co-op's office was closed. The Co-op Member's evidence is that they attempted to send an unsuccessful e-transfer and e-mailed the Co-op on February 1, 2026, asking how to make payment. The Co-op responded to the e-mail after the weekend on February 3 and the Co-op Member was at the Co-op's office at 9:15 that morning to make the payment.
5. The Co-op Member further testified that the regular monthly housing charges and arrears payment due for March 2026 were paid in full and on time.
6. The Co-op's agent Cassie Walker (CW) testified that she is the administrator of the Co-op and works 3 days per week.
7. CW's testimony is that she received an e-mail from the Co-op Member when the office was closed and replied on February 3 (Tuesday) providing the Co-op's office hours and the e-mail address for e-transfers.
8. The Co-op submitted a copy of the e-mail sent by CW on February 3, and a photograph of the door to the Co-op's office that shows the office hours posted on the door.
9. CW also testified that the Tenant's daughter has sent e-transfers in the past and submits that the Co-op Member ought to have been able to figure out where to send the e-transfer.
10. While it is concerning that the order requiring payment of arrears was breached in the second month of the payment plan, the Co-op Member made concerted efforts to pay their regular monthly housing charges and arrears payment on February 1, 2026.
11. Further, CW did not testify that she did not receive the e-mail on February 1 but rather that she "received an e-mail when the office was closed" and replied on Tuesday (February 3). CW's testimony suggests that she received the Co-op Member's e-mail on February 1 but justifies not sending a reply because the office was closed.
12. The Co-op Member's breach of the order was not due to an inability or unwillingness to pay and was actually due to inadvertence in relation to the Co-op's (limited) office hours, and the e-mail address to which an e-transfer could be sent. The Co-op Member made a subsequent payment in full and on time for March 2026.

13. In these circumstances, I find that it would not be unfair to set aside order LTB-C-011716-26.

It is ordered that:

1. The motion to set aside Order LTB-C-011716-26, issued on February 18, 2026, is granted.
2. Order LTB-C-011716-26, issued on February 18, 2026, is set aside and cannot be enforced.
3. Order LTB-C-058219-25 is unchanged.

April 30, 2026

Date Issued

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

Kyle McGraw

Member, Landlord and Tenant Board

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.