



**Order under Section 94.7
Residential Tenancies Act, 2006**

File Number: LTB-C-010497-26

In the matter of: 23, 905 Cambrian Heights Dr
Sudbury ON P3C5R4

Between: Ashwood Co-operative Homes Co-op

And

Lilliane Lalonde Co-op Member

Ashwood Co-operative Homes (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Lilliane Lalonde (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 March 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 May 6, 2026.

The Co-op's Legal Representative Nicole Ruby, the Co-op's Agent Tiffany Oudet, and the Co-op Member Lilliane Lalonde attended the hearing.

Preliminary Issues:

1. The Co-op Member requested an adjournment, submitting that she did not have sufficient time to prepare for the hearing due to her mental health, her son's mental health, and other personal circumstances. The Co-op's Representative opposed the request, submitting that the Co-op Member had sufficient time to prepare and obtain legal advice.
2. The Case Management Hearing ('CMH') was held on March 17, 2026, and both parties attended. The Notice of Hearing for the merits hearing was e-mailed to the Co-op Member on March 30, 2026, and she immediately filed a Request to Re-schedule, which was denied. At the hearing on May 6, 2026, the Co-op Member was aware of the issues to be determined and was prepared to address each issue. I was therefore not satisfied that an adjournment was necessary for a fair hearing to be held, as the Co-op Member was aware of the hearing for over a month and was prepared to address the issues. The adjournment request was denied.

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 Co-op Member disputed the amount of the regular monthly housing charges ('RMHC'), testifying that they were increased due to her losing her rent-geared-to-income status. The Co-op Member testified that she and her son are currently over housed, and that she had requested an internal transfer within the Co-op which was not actioned.
4. Section 203.1 of the *Residential Tenancies Act* (2006) (the 'Act') prohibits the Board from making determinations regarding housing charges that have been established by a resolution of the members of a non-profit housing co-operative, as well as the eligibility for, or the amount of, any subsidy established for the regular monthly housing charges. The Board also does not have jurisdiction to order a non-profit housing co-operative to provide a member with a different unit. As there were no other disputes regarding the arrears, I accept the Co-op's calculations of the amount owing.
5. The regular monthly housing charge is \$1,023.00. It is due on the 1st day of each month.
6. The daily compensation is calculated as follows: \$1,023.00 x 12, divided by 365 days.
7. The Co-op Member paid \$2,557.10 to the Co-op since the application was filed.
8. The regular monthly housing charges owing to May 31, 2026, are \$5,946.90.
9. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Co-op Member testified that she has been diagnosed with severe ADHD, which disrupts her thought processing, decision making, focus, task completion, and organization. The Co-op Member's son is struggling with his mental health and her daughter got into an accident while in possession of the Co-op Member's vehicle. The Co-op Member has had a surgery on her stomach, which requires her to maintain a specific diet. The Co-op Member has also experienced traumatic incidents involving other family members.
11. Despite these circumstances, the Co-op Member is currently employed and maintaining her sobriety. She has made substantial good faith payments to the Co-op since the application was filed, and the arrears have only slightly increased since then. The Co-op Member requested to maintain her occupancy at the Co-op.
12. The Co-op's Representative disputed the Co-op Member's request, submitting that the Co-op relies on the RMHC to maintain the property in good condition and to employ staff to manage it. When members fail to pay their RMHC, the Co-op has to take out loans to keep up with their expenses.

13. Having reviewed the Co-op Member's income and expenses, I am satisfied that she has the financial capacity to repay the arrears in addition to paying the ongoing RMHC. Given the enormous efforts she is making to pay the Co-op while managing the current challenges in her life, I find it appropriate to give her the opportunity to maintain her occupancy through a repayment plan. Any prejudice to the Co-op will be mitigated by a s.94.11 clause permitting them to file for eviction without notice to the Co-op Member in the event of a breach.
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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 94.12(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Co-op Member shall pay to the Co-op \$6,132.90 for arrears of regular monthly housing charges up to May 31, 2026, and the application filing fee.
2. The Co-op Member shall pay to the Co-op the amount set out in paragraph 1 in accordance with the following schedule:

Date	Amount
May 31, 2026	\$350.00
June 20, 2026	\$350.00
July 20, 2026	\$350.00
August 20, 2026	\$350.00
September 20, 2026	\$350.00
October 20, 2026	\$350.00
November 20, 2026	\$350.00
December 20, 2026	\$350.00
January 20, 2027	\$350.00
February 20, 2027	\$350.00
March 20, 2027	\$350.00
April 20, 2027	\$350.00
May 20, 2027	\$350.00
June 20, 2027	\$350.00
July 20, 2027	\$350.00
August 20, 2027	\$350.00
September 20, 2027	\$350.00
October 20, 2027	\$182.90

3. The Co-op Member shall also pay to the Co-op new regular monthly housing charges in full and on time as they come due and owing on or before the first day of each month for the period June 1, 2026, to October 31, 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Co-op Member fails to make any one of the payments in accordance with this order, the Co-op may, without notice to the Co-op Member, apply to the LTB within 30 days of the

Co-op Member's breach pursuant to section 94.11 of the *Residential Tenancies Act* (2006) (the 'Act') for an order terminating the occupancy and evicting the Co-op Member and requiring that the Co-op Member pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

May 14, 2026
Date Issued

Kate Sinipostolova
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.