



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: HOSPITAL WORKERS' HOUSING CO-OPERATIVE INC. v PAES, 2026 ONLTB 43410

Date: 2026-06-01

File Number: LTB-C-080239-25-RV

In the matter of: 1003, 100 MERTON ST
TORONTO ON M4S3G1

Between: HOSPITAL WORKERS' HOUSING CO-OPERATIVE INC. Co-op

And

ANDREW PAES Co-op
STACY TRECARTIN Member

Review Order

HOSPITAL WORKERS' HOUSING CO-OPERATIVE INC. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict ANDREW PAES and STACY TRECARTIN (the 'Co-op Member') because of substantial interference with a lawful right or privilege. The Co-op also claimed compensation for each day the Co-op Member remained in the unit after the termination date.

This application was resolved by order LTB-C-080239-25, issued on May 1, 2026.

On May 29, 2026, the Co-op requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Reasons:

1. Earlier today, I issued *Hospital Workers Housing Co-operative Inc. v Santa*, 2026 ONLTB 43368, deciding a review by the same Co-op regarding the same legal issue, in respect of a different unit in the Co-op. The arguments made are identical, and I adopt the same reasoning and reach the same conclusion as I did in that case.
2. Since the *Santa* decision has not yet been published, for the parties' convenience I repeat my Reasons in this decision.
3. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

4. This case concerned the proper interpretation of section 94.2 of the *Residential Tenancies Act, 2006* (RTA). Section 94.2 provides that after terminating a co-op member's membership and occupancy rights in a housing co-op under the *Co-operative Corporations Act* (CCA), the co-op may then give the co-op member a notice to terminate their occupancy.
5. Section 94.2 enumerates eleven circumstances in which notice of termination of occupancy can be given, including the failure to pay regular monthly housing charges (ss. 94.2(1)(1) and (3)), certain misrepresentations (s. 94.2(1)(4)), illegal acts (s. 94.1(2)(5), wilful or negligent damage to the premises (s. 94.2(1)(6)), substantial interference with reasonable enjoyment (s. 94.2(1)(8)), substantial interference with the co-op's lawful right, privilege, or interest (s.94.2(1)(8)), serious impairment of safety (s. 94.2(1)(9), and other grounds.
6. The various types of termination notices have different notice periods. Some of them can be voided in various ways, while others cannot. The notice periods and voiding requirements for each type of notice are set out in section 94.4.
7. The Co-op in the present case made a novel argument. It argued that it could terminate the Co-op Member's occupancy solely on the basis that it had terminated her membership and occupancy rights under the CCA. Having done so, it argued that it could give a notice under section 94.2(1)(8)) stating that the Co-op Member's conduct had substantially interfered with its lawful rights, where the only conduct alleged was that the Co-op Member had not vacated her unit after her membership and occupancy rights had been terminated.
8. The Co-op's proposed interpretation would mean that substantial interference under section 94.2(1)(8) would be the only ground for termination that actually mattered. Any time a co-op terminated a co-op member's membership and occupancy rights, for any reason, it would be able to give notice under section 94.2(1)(8). It would then only have to prove that it had in fact terminated those membership and occupancy rights under the CCA.
9. A co-op would never have to give notice under any of the other ten paragraphs of section 94.2(1), or have to prove any of the grounds for termination enumerated in those paragraphs. Those ten types of notices, and the procedures established for them under section 94.4, would be largely meaningless provisions of the RTA.
10. Section 94.4(7), which provides that notices of termination under section 94.2(1)(8) are voidable, would also be rendered meaningless. The only way for a co-op member to void a section 94.2(1)(8) notice would be to end their occupancy of their unit. The very act of "voiding" the notice would give effect to the notice.
11. In my view, it is entirely clear that the Legislature did not intend the interpretation the Co-op advanced. The proposed interpretation would lead to absurdity.

12. The Member who heard the case reached the same conclusion. He issued detailed, well-reasoned, and persuasive Reasons for concluding that “not vacating after membership and occupancy rights have been terminated” is not substantial interference with a co-op’s lawful rights within the meaning of section 94.2(1)(8).
13. On review, the Co-op largely reiterates the arguments it made before the Member. The Member’s Reasons already fully address those arguments.
14. The Co-op’s only substantive argument on review is that the Member erred by failing to give sufficient weight to *Blair v. Robert Cooke Co-operative Homes Inc.*, 2025 ONSC 4271 (CanLII), a binding decision of the Divisional Court. The Co-op argues that *Blair* supports its position regarding the proper interpretation of section 94.2(1)(8).
15. The co-op member in *Blair* sought to challenge the process by which his co-op had terminated his membership and occupancy rights under the CCA. The LTB declined to consider his arguments. On appeal, the Court pointed out that section 94.9 of the RTA prohibits the LTB from inquiring into or making any determination as to whether a co-op member’s occupancy rights were properly terminated under the CCA. The Court upheld the LTB’s decision.
16. In other words, *Blair* confirms that section 94.9 does exactly what it says it does: it prohibits the LTB from inquiring into the first stage of the co-op eviction process, which takes place under the CCA. The LTB’s jurisdiction is restricted to the second stage, wherein a co-op gives a notice of termination under section 94.2 of the RTA.
17. The question that was before the Member in the present case was whether the Co-op had given a valid notice under section 94.2. That question was clearly within his jurisdiction, and was not barred by section 94.9.
18. For those reasons, I am satisfied that the Member did not err, and that his decision was consistent with *Blair*. The review will be denied.

It is ordered that:

It is ordered that:

1. The request to review order LTB-C-080239-25, issued on May 1, 2026, is denied. The order is confirmed and remains unchanged.

June 1, 2026
Date Issued

Dale Whitmore
Member, Landlord and Tenant Board

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