



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

File Number: LTB-C-036272-26

In the matter of: 44 FOREST CREEK PTWAY
SCARBOROUGH ON M1B5K8

Between: Wilcox Creek Co-operative Homes Inc. Co-op

And

Roxanne English Co-op Member

Wilcox Creek Co-operative Homes Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Roxanne English (the 'Co-op Member') because the Co-op Member did not pay the regular monthly housing charges that the Co-op Member owes and persistently failed to pay the regular monthly housing charges on the date, they became due and payable.

A Case Management Hearing was held on June 9, 2026.

Only Sara Murtadha, the legal representative attended for the Co-op.

As of 11:19 am, the Co-op Member was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Co-op's evidence.

Determinations:

- a) 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.
- b) The Co-op Member did not file a response to the application. Therefore, they are deemed to have accepted all the facts and allegations in the application pursuant to Rule 12.5 of the LTB's Rules of Procedure.
- c) As of the hearing date, the Co-op Member was still in possession of the member unit.
- d) The regular monthly housing charge is \$1,339.00. It is due on the 1st day of each month.
- e) The daily compensation is calculated as follows: \$1,339.00 x 12, divided by 365 days.
- f) The Co-op Member paid \$2,006.51 to the Co-op since the application was filed.

- g) The regular monthly housing charges owing to June 30, 2026, are \$2,012.00.
- h) The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- i) The Co-op Member is owed \$1,244.00 for refundable deposits. The total refundable deposit is set off against the amount the Co-op Member owes.
- j) 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 June 30, 2026, pursuant to subsection 94(1)(b) of the Act.

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- k) For the reasons below, I find that the Co-op has established on a balance of probabilities that the Co-op Member has been persistently late in paying the Co-op Member's regular monthly housing charges.
- l) The Co-op Member is still in possession of the unit.
- m) The monthly housing charges are due on the 1st day of each month.
- n) In accordance with the certificate of service filed with the Board, on March 9, 2026, the Co-op served the Co-op Member with an N8C notice of termination with a termination date of May 31, 2026. The Notice of termination contains the following allegations: in 2025, the Co-op Member paid their monthly housing charges late in April, May, June, July, August, September, October, November, December. In 2026, the co-op Member paid their regular monthly housing charges late in January, February and March.
- o) The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. On the evidence before me, I am satisfied that the Tenant failed to pay the rent by the date it was due for every month between April 2025 and March 2026, as alleged in the N8C notice.
- p) Furthermore, the Co-op provided evidence that after the Co-op Member was served with the N8C Notice, the Co-op Member continued to pay the monthly housing charges late.
- q) Based on the Co-op's uncontested evidence and after reviewing the ledger, I find that the Co-op Member has been persistently late in paying the Co-op Member's monthly housing charges.
- r) 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 pursuant to subsection 94.12(1) of the Act.

It is ordered that:C1 Application

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:**
 - \$2,198.00 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**
5. If the Co-op Member does not void the order, the Co-op Member owes the Co-op \$11.18. This amount includes arrears of regular monthly housing charges owing up to the date of the hearing 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 \$44.02 per day for the use of the unit starting June 10, 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 June 26, 2026, the Co-op Member will start to owe interest. This will be simple interest calculated from June 27, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.

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10. If the Co-op Member voids the order to continue the occupancy, then, for a period of 12 months, the Co-op Member shall pay the monthly housing charges on or before the first day of each month, for which the housing charges are due, beginning July 2026, up to and including June 2027.
11. If the Co-op Member fails to make any of the payments as set out in paragraph 10 of this order, the Co-op may apply to the Landlord and Tenant Board pursuant to section 94.11 of

the RTA, without notice to the Co-op Member, for an order to terminate the occupancy and to evict the Co-op Member. The Co-op must make this application no later than 30 days after the Co-op Member's failure to make a payment.

June 15, 2026
Date Issued

Sarah Visnovec
Hearings Officer, 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 January 1, 2027 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 June 30, 2026

Regular Monthly Housing Charge Owing To June 30, 2026	\$4,018.51
Total Other Housing Charges	\$0.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Co-op Member paid to the Co-op since the application was filed	- \$2,006.51
Total the Co-op Member must pay to continue the occupancy	\$2,198.00

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

Regular Monthly Housing Charges Owing To Hearing Date	\$3,075.69
Total Other Housing Charges	\$0.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Co-op Member paid into the Co-op since the application was filed	- \$2,006.51
Less the amount of refundable deposits	- \$1,244.00
Total amount owing to the Co-op	\$11.18
Plus daily compensation owing for each day of occupation starting June 10, 2026	\$44.02 (per day)