



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

File Number: LTB-C-020347-26-SA

In the matter of: 1 GRACEHILL CRT
ETOBICOKE ON M9V4N5

Between: West Humber Community Co-operative Co-op

And

Patricia Ferrie Co-op Member

West Humber Community Co-operative (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Patricia Ferrie (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 order issued by the LTB on with respect to application LTB-C-099505-25-SA, issued by the Board on February 11, 2026.

The Co-op's application was resolved by order LTB-C-032522-26, issued on April 17, 2026. This order was issued without a hearing being held.

The Member filed a motion to set aside order LTB-C-032522-26.

The motion was heard by videoconference on June 9, 2026.

Jennifer Cureatz attended for the Co-op and the Co-op Member also attended the hearing. The Co-op's Legal Representative Hunter Stone and the Member's Legal Representative Farida Salim also attended the hearing.

Christina Pagee and Niki Armenis attended as support for the Member.

Determinations:

1. Order LTB-C-099505-25-SA order issued by the Board on February 11, 2026, ordered the Co-op Member to pay to the Co-op \$6,956.76, representing the arrears of monthly housing charges plus costs and utility balances owed to the Co-op for the period ending January 31, 2026; the repayment plan ran from February 19, 2026 to September 19, 2027, and included paying the monthly housing charges in full and on time throughout the repayment period.

2. The order provides that the Co-op can apply to the LTB under section 94.11 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Co-op Member to terminate the occupancy and evict the Co-op Member if the Co-op Member does not meet certain condition(s) in the order. This application was filed within 30 days of the breach.

The breach

3. I find that the Co-op Member did not meet the following condition specified in the order: the Co-op Member failed to pay \$350.00 toward arrears on or before February 19, 2026.

Arrears owing

4. The previous application includes a request for an order for the payment of arrears of regular monthly housing charges and the order requires the Co-op Member to make payments by specific due dates. Accordingly, in addition to eviction, the Co-op is entitled to request an order for the payment of arrears and other housing charges owing
5. The Co-op Member was ordered to pay \$6,956.76 for arrears of regular monthly housing charges and the application filing fee in the previous order. The amount that is still owing from that order is \$6,956.76 and that amount is included in this order. This order replaces order LTB-C-099505-25-SA.

New NSF charges

6. The Co-op is entitled to \$45.00 to reimburse the Co-op for charges the Co-op incurred as a result of a cheque given by or on behalf of the Co-op Member which was returned NSF after the date of the previous order.

Daily compensation

7. The Co-op is entitled to daily compensation from the day after this order is issued to the date the Co-op Member moves out of the unit at a daily rate of \$25.48. The amount is calculated as follows: \$775.00 x 12, divided by 365 days.

File History

8. This matter has proceeded as follows:
 - Order LTB-C-034776-25 issued by the Board on September 24, 2026; mediated at Case Management Hearing September 17, 2025.
 - Ex-parte order LTB-C-099505-25 issued on December 1, 2025; breached repayment terms of order LTB-C-034776-25.

- Motion to set aside order LTB-C-099505-25; stay of order LTB-C-099505-25 and hearing notice for January 20, 2026.
- Set aside order LTB-C-099505-25-SA issued on February 11, 2026; the hearing was held January 20, 2026.
- Ex-parte order LTB-C-099505-25-SA, issued by the Board on February 11, 2026.
- Request to extend time and motion to set aside order LTB-C-099505-25-SA April 22, 2026; stay of order and hearing notice for June 9, 2026.

Section 94.12 considerations

9. 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 be unfair to grant relief from eviction pursuant to subsection 94.12(1) of the Act.
10. 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 August 31, 2026, pursuant to subsection 94(1)(b) of the Act.
11. The Co-op submitted that the amount owing to June 30, 2026, is \$7,852.17. This amount includes housing charges \$7,417.55, water charges \$217.62, NSF charges \$45.00, the application filing fee, and \$437.92 for the sheriff.
12. The Co-op Member testified she is 61 years old and has lived in the co-op for approximately 47 years; the housing charge is \$775.00. Her present monthly income is \$741.00 comprised of Ontario Works and Survivor Benefits. She lives with 2 boarders and makes \$800.00 per month from their rent; therefore, she can afford the monthly housing charge. She had a male live-in for approximately 15 years but he left/walked out; she had entered the repayment plan based on his assurances of paying. After the last hearing her son moved in then he left abruptly; he has moved in/out numerous times over the years despite promising to stay long-term. She thought she was going to get help from EPIC to pay the arrears, but this fell through. She spoke to EPIC again last week for help, because she now has 2 boarders, they said they would give her \$3,000.00, plus the Rent Bank said they would give a \$2,000.00 towards the arrears. She needs another chance to save her home. Going forward she will pay the arrears, she has been paying the monthly housing charge; it was last paid in June 2026.
13. On cross examination the Co-op Member reiterated not receiving the ex-parte order issued on March 9, 2026. The Co-op Member admitted the February housing charge cheque for \$775.00 bounced, therefore it was a breach. She got the money from her male boarder; had she known it was going to bounce she would not have accepted it. The Co-op Member testified that her son has moved in 3 or 4 times but never stayed, this last time he left after about 3-months; he was supposed to stay permanently. The Co-op Member confirmed giving letter on October 18, 2022,

advising the Co-op that 2 people were moving in, one of which was her son. As to the discrepancy with her previous testimony, she testified. Things are different now, she can abide by payment arrangement; she has 2 boarders, \$5,000.00 is coming in from emergency help, and she has applied for ODSP. Her support person Niki Armenis that is present today is from EPIC.

14. Niki Armenis was excluded from giving testimony as she signed in as a support person, not a witness. She has been present for the Co-op Member's testimony; a witness would have been excluded and only in the hearing room when the testimony was required.
15. The Co-op's agent Jennifer Cureatz testified that the on March 10, 2026, she personally served the order by placing it in the Co-op Member's mailbox, therefore, there is no reason she could not have received it; she served the order because the Co-op Member's occupancy rights were being terminated. She also believes the Board mailed a copy of the order. On February 19, 2026, February's housing charge was paid but it went NSF; there have been no payments since. The Co-op Agent also testified to receiving a note dated October 18, 2022, advising that the Co-op Member's son and partner were moving in; it is her belief both are still there. The Co-op Board of Directors says, as indicated in their letter dated May 6, 2026, believe the son is still living there but the are unsure about the partner as he has not been seen for a while. It is unfair to give the Co-op Member another chance; these breaches have been a financial detriment and deplete the reserve funds due to the affiliated cost of Board Member meetings and legal expenses. This is a small co-op, 33 units, proper functioning relies on Members' participation, including paying housing charges as required. The Board of Directors feel the membership is not viable and the Board Member presiding at the hearing on January 20, 2026, was clear; the Co-op Member was being given a final opportunity to preserve the occupancy.
16. On cross examination JC confirmed that the Co-op Member had not disputed both breaches but stated her reasons for them have basically been the same, financially based. She testified the Co-op Member has not been forthcoming; she has not attended any of the required occupancy meetings; she never advised the Co-op of any health issues; and, there was no follow-up letter about long-term guests/boarders having moved. As to the length of the occupancy, the Co-op Member lived in the co-op as a child, moved out, then came back. The Co-op Agent further testified that she had seen the Co-op Member's partner-roommate walk up the driveway and into the unit, plus, therefore it is assumed the arrangements are the same. On re-direct, the Co-op Agent testified that the Co-op Member is the only one responsible for the payment of housing charges and non-payment of such is a breach; the Co-op Member is not handling anything differently, therefore, not convinced she would or is able to abide by terms. Termination is necessary.
17. In closing the Co-op Member submitted she does not dispute the history of the file or the breaches, she is fighting to save her home. She has fully explained the problems she has been facing and that she is able to have all arrears paid with

the help she is receiving. She is disabled and receiving public assistance; the City will be paying by June 15, 2026, EPIC is paying part of July through September's housing charges, and ODSP be submitted and once accepted they will be giving money in October 2026. Further a trustee is taking over her finances. If the set aside is denied, then the Sheriff can come immediately; she would be on the street. The Co-op has a duty to accommodate her because of her disability; they have discharged this properly in accordance with the court (see *Mubarak v. Toronto Community Housing Corporation*, 2022 ONSC 382). Also, the Board should exercise their discretion and consider all the circumstances; such an outcome is well-established by case law. Eviction is meant to be a remedy of last resort; if the housing charges and arrears are all paid then the problem will be resolved. It would be unfair to evict, making her homeless, if the money is coming to resolve everything.

18. The Co-op's Legal Representative submitted when the Co-op Member breached the consent order LTB-C-034776-25, the presiding Board Member was clear in the set aside order LTB-B-099505-25 issued on February 11, 2026, that the Co-op Member is being given a final opportunity to preserve her occupancy. There has been a long history of partial and/or non-payments of housing charges. There is no dispute the Co-op Member breached; a 3rd chance is the equivalent of awarding the breach. The Co-op wants the motion to set aside denied, and the stay lifted.

Analysis

19. There is no dispute that: this file has a long history of breaches; the Co-op Member breached the original consent order; the Co-op Member breached the set aside order LTB-C-099505-25-SA issued on February 11, 2026, which contained the clause that the Co-op Member is being given a final opportunity to preserve the tenancy. I also acknowledge that the reasons for the breaches are similar, revolving around son moving in/out, boarders leaving and relying on emergency funding. However, section 94.11(3) is clear the Board is to consider all the circumstances; this does not just apply to the original hearing, but all. I accept that the Co-op Member needs to preserve her tenancy due to limited financial resources. I find it reasonable that some emergency monies will be received as an EPIC representative attended in support of the Co-op Member; I cannot speak to the Rent Bank Funding and when ODSP will be approved or how much retroactive or other monies the Co-op Member expects to get from them, however I accept the Co-op Member's good faith belief in receiving these monies. For these reasons plus the length of the occupancy, even if not the full 47 years, the Co-op Member shall be given a very last chance to preserve her housing. However, I do not find being placed on another extended payment plan to be reasonable. The Co-op Member can preserve her membership by voiding the eviction order by the extended termination date of August 31, 2026; the required amount includes the cost of filing the application, sheriff fees, utility charges, and NSF charges.

20. To demonstrate good faith to the Co-op, the Co-op Member shall do her utmost to pay the monthly housing charges when they are due as opposed to waiting until the last pay-by date.

It is ordered that:

1. The motion to set aside Order LTB-C-032522-26, issued on April 17, 2026, is granted.
2. Order LTB-C-099505-25-SA, issued by the Board on February 11, 2026, is set aside and cannot be enforced.
3. Order LTB-C-099505-25-SA, issued by the Board on February 11, 2026, is replaced with the following:
4. Any amounts paid by the Co-op Member to the Co-op after the hearing date, shall be deducted from the below calculatons.
5. . The Co-op Member's occupancy is terminated unless the Co-op Member voids this order.
6. **The Co-op Member may void this order and continue the occupancy by paying to Co-op or to the LTB in trust:**
 - Pay on or before June 30, 2026, \$7,852.17, inclusive of housing charges \$7,417.55, utility charges \$217.62, NSF charges \$45.00, the application filing fee, and \$437.92 sheriff fees.
OR
 - Pay on or before July 31, 2026, \$8,627.17, inclusive of housing charges \$8,192.55, utility charges \$217.62, NSF charges \$45.00, the application filing fee, and \$437.92 sheriff fees.
OR
 - Pay on or before August 31, 2026, \$9,402.17, inclusive of housing charges \$8,967.55, utility charges \$217.62, NSF charges \$45.00, the application filing fee, and \$437.92 sheriff fees.
7. 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 August 31, 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.
8. **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 August 31, 2026.**
9. If the Co-op Member does not void the order, the Co-op Member shall pay to the Co-op \$7,317.15. This amount includes rent arrears owing up to the date of the

hearing, the cost of filing the application, sheriff fees, utility charges, and NSF charges.

10. The Co-op Member shall also pay the Co-op compensation of \$25.48 per day for the use of the unit starting June 10, 2026, the day after the hearing, until the date the Co-op Member moves out of the unit.
11. If the unit is not vacated on or before August 31, 2026, then starting September 1, 2026, the Co-op may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
12. 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 September 1, 2026.

June 25, 2026
Date Issued

Diane Wade
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on March 25, 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.