



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

File Number: LTB-C-082825-25

In the matter of: Unit 5, 777 WILSON RD N
OSHAWA ON L1G6G1

Between: Maple Glen Housing Co-operative Inc. Co-op

And

Michele Croft Co-op Member

Maple Glen Housing Co-operative Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Michele Croft (the 'Co-op Member') because the Co-op Member, another occupant of the member unit or someone the Co-op Member permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Co-op or another member of the Co-op or occupant of the residential complex.

The Co-op also claimed compensation for each day the Co-op Member remained in the unit after the termination date.

A Case Management Hearing was held on January 5, 2026. The parties were unable to resolve the application. Therefore, the matter proceeded to a merits hearing.

This application was heard by videoconference on April 14, 2026.

The Co-op's Legal Representative Hunter Stone, the Co-op's Agent Roxanne Clarke, the Co-op Member Michele Croft, and the Co-op Member's Witness Michelle Charlebois attended the hearing.

It is determined that:

1. As explained below, the Co-op has proven on a balance of probabilities the grounds for termination of the occupancy. However, the Co-op Member's occupancy will continue based on the conditions outlined in this order.
2. As of the hearing date, the Co-op Member was still in possession of the member unit.
3. On September 13, 2025, the Co-op gave the Co-op Member an N5C notice of termination ('N5C Notice'), alleging that the Co-op Member substantially interfered with the Co-op's staff and with other co-op members.

4. In the N5C Notice, the Co-op claimed that the Co-op Member failed to provide proof that her dog was vaccinated against rabies. At the hearing, it was undisputed that the Co-op Member provided this proof to the Co-op within the voiding period. Therefore, I am satisfied that this issue has been voided.
5. It was undisputed that the Co-op's By-law 15, paragraph 5.4, requires all co-op members to maintain public liability and property insurance. It was also undisputed that the Co-op Member did not have such insurance prior to, during, or after the voiding period on the N5C Notice. This issue has not been voided.
6. The Co-op Member explained that she cannot afford to obtain insurance because she relies on social assistance for income. The Co-op Member called several insurance companies who either declined to provide insurance because the Co-op Member has a dog or raised their premiums to an unaffordable rate due to prior maintenance issues at the unit, including floods and roof issues. The Co-op Member argued that it was unreasonable for the Co-op to require her to maintain insurance when they contributed to the high rates she would now have to pay.
7. It was undisputed that the Co-op's By-law 16, paragraph 6, prohibits co-op members from making alterations or improvements to their units without the explicit permission of the Co-op. It was also undisputed that the Co-op Member increased the height of her existing fence without the Co-op's permission. The Co-op Member kept the fence extension up before, during, and after the voiding period on the N5C Notice. This issue has not been voided.
8. The Co-op Member explained that she got a German Shepherd because she was assaulted by other co-op members and felt unsafe in the unit by herself. She increased the height of the fence so the dog would not jump over it. The extension is attached to the existing fence and is removable.
9. It was undisputed that the Co-op's Agent Roxanne Clarke ('RC') and the president of the Co-op's board Jodie Traynor ('JT') attempted to enter the member unit on August 14, 2025, but were refused entry by the Co-op Member. RC and JT were refused entry again on September 19, 2025, within the voiding period on the N5C Notice. Therefore, this issue was not voided. However, since the application was filed, the Co-op Member began allowing entry to the unit.
10. The Co-op Member explained that JT had exhibited various inappropriate behaviour toward her before. As such, the Co-op Member was not comfortable with JT entering the unit.
11. It was undisputed that the Co-op Member maintained a long-form blog where she expressed her opinions about various other co-op members and their activities. In the blog, the Co-op Member disclosed other members' names and unit numbers. The Co-op Member also accused the Co-op's board members of criminal activity and connections. The Co-op Member took down the majority of the blog after the voiding period, later re-posting it. This issue has not been voided.
12. RC explained that the Co-op's employees found the allegations against them to be offensive. Some of the other co-op members are victims of abuse and it is important that their privacy be preserved.

13. The Co-op Member explained that she was using the blog to get the Co-op to take action and help her against the abusive behaviour she experienced by other co-op members. The Co-op Member initially refused to take down the blog in June 2025 but stated that all blog posts were removed several days prior to the hearing date.
14. The Co-op Member provided explanations for her actions; however, this does not change the fact that she is in breach of the Co-op's by-laws which the Landlord and Tenant Board does not have jurisdiction to cancel or waive. I am therefore satisfied, on a balance of probabilities, that the Co-op Member substantially interfered with the Co-op by:
 1. Failing to obtain and maintain public liability and property insurance throughout her occupancy;
 2. Modifying the fence in the backyard of the member unit without the Co-op's permission;
 3. Refusing entry to the Co-op's employees after being served with a notice of entry; and
 4. Posting offensive comments online about the Co-op's employees and sharing personal information online about other co-op members.
15. RC testified that the Co-op inquired into whether the Co-op Member needed any accommodations under the *Human Rights Code* prior to filing this application since the Co-op Member mentioned mental health issues in her blog. It was undisputed that the Co-op Member did not respond to the Co-op's letter or request specific accommodation. Accommodation is a two-way street; both parties need to participate in order for it to be provided. As the Co-op Member did not respond to the Co-op's communication about potential accommodation, I am satisfied that the Co-op fulfilled their duty to accommodate the Co-op Member with respect to this application.
16. The Co-op proved the allegations on a balance of probabilities; therefore, the application is granted.
17. The Co-op Member submitted that eviction should be denied under subsection 94.12(3)(a) of the *Residential Tenancies Act* (2006) (the 'Act'), arguing that the Co-op's application was retaliatory. The Co-op Member testified that when she moved in, she complained to the Co-op about the children from neighbouring units running near her car and over her garden. In 2022, the Co-op Member filed a claim against the Co-op at the Human Rights Tribunal of Ontario ('HRTTO'). When she discovered a personal connection between RC and the current president of the Co-op, Leslie Taylor ('LT'), she received a notice of termination shortly after.
18. It is clear that the parties have a contentious relationship; however, I am not satisfied that the reason for the application being brought was that the Co-op Member attempted to secure or enforce her legal rights. Both the initial complaints the Co-op Member made about the neighbouring children and filing the claim to the HRTTO took place at least three years before this application was filed. Due to the significant length of time that has passed between the events, I am not satisfied that they are related. The Co-op Member discovering a personal connection between two employees of the Co-op is not

an attempt to secure or enforce her legal rights. Moreover, the Co-op's application has merit. The Co-op Member is in breach of the by-laws, and the Co-op has the right to terminate the Co-op Member's occupancy as a result.

19. The Co-op Member testified that she is a single parent. Her daughter has epilepsy, which prevented the Co-op Member from keeping a steady job during her daughter's school years. The Co-op Member has been in four car accidents, which damaged her back and shoulder. The Co-op Member is still experiencing pain and mental distress from the accidents. The Co-op Member experienced domestic violence and is now being bullied by other co-op members. The unit's rent is geared to income, and the Co-op Member relies on ODSP for income. Her two adult children have had to pause their schooling and return due to mental health challenges. The Co-op Member stated that she would be able to comply with a conditional order but was worried that the Co-op would treat her unfairly.
20. RC testified that, since the application was filed, the Co-op Member sent her numerous offensive e-mails and took screenshots of RC's personal Facebook account. The Co-op issued the Co-op Member a no trespass notice because RC felt unsafe to work in the Co-op's office. RC stated that other co-op members expressed a willingness to forfeit their subsidies and move out because of the Co-op Member's continued interference. Children are fearful to be around the Co-op Member's unit, and the membership at large is exhausted.
21. The Co-op Member's actions have undoubtedly had a negative impact on the Co-op and its other members. However, the Co-op Member expressed a willingness to correct her offensive behaviour and has taken steps in that regard. Considering also her difficult personal circumstances, I 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.
22. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Co-op Member's occupancy continues if the Co-op Member meets the conditions set out below.
2. On or before July 31, 2026, the Co-op Member shall:
 1. Obtain public liability and property insurance and provide proof to the Co-op; and
 2. Remove the fence the Co-op Member installed in the backyard of the member unit.
3. Starting August 1, 2026, and for the remainder of the Co-op Member's occupancy:
 1. The Co-op Member shall maintain public liability and property insurance and provide proof of same to the Co-op within 48 hours of it being requested; and
 2. The Co-op Member shall not modify the backyard fence of the member unit without the Co-op's permission.

4. Starting on June 23, 2026, and for the remainder of the Co-op Member's occupancy:
 1. The Co-op Member shall not refuse the Co-op's employees entry to the member unit after receiving notice of entry; and
 2. The Co-op Member shall remove any remaining online blog posts about the Co-op and its members immediately. The Co-op Member shall not post offensive comments about the Co-op or its members online. The Co-op Member shall not disclose the names and addresses of other co-op members online.
5. If the Co-op Member fails to comply with the conditions set out in paragraphs 2 to 4 of this order, the Co-op may apply under section 94.11 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the occupancy and evicting the Co-op Member. The Co-op must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Co-op Member.
6. The Co-op Member shall pay to the Co-op \$186.00 for the cost of filing the application.
7. If the Co-op Member does not pay the Co-op the application filing fee on or before July 31, 2026, the Co-op Member will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.

June 23, 2026
Date Issued

Kate Sinipostolova
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.