



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

**Citation:** Tisdale Whitney Housing Co-operative Inc. v Bugariu, 2023 ONLTB 77418

**Date:** 2023-12-01

**File Number:** LTB-C-011809-23

**In the matter of:** 37, 900 Ferguson Road  
Porcupine Ontario P0N1C0

**Between:** Tisdale Whitney Housing Co-operative Inc. Co-op

**And**

Sebastien Bugariu Co-op Member

Tisdale Whitney Housing Co-operative Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Sebastien Bugariu (the 'Co-op Member') because the Co-op Member did not pay the regular monthly housing charges that the Co-op Member owes. This application was heard by videoconference on November 16, 2023.

L. Cumming, an employee of the Cochrane DSSAB which is managing agent for the Co-op, on behalf of the Co-op, and the Co-op Member attended the hearing.

**Determinations:**

1. The Co-op served the Co-op Member with a valid Notice to End Occupancy for Nonpayment 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 regular monthly housing charge, according to the ledger submitted by the Co-op in advance of the hearing, is \$996.00. It is due on the 1st day of each month.
4. The daily compensation is calculated as follows: \$996.00 x 12, divided by 365 days.
5. The Co-op Member has not made any payments since the application was filed.

6. The regular monthly housing charges owing to November 30, 2023 are \$16,362.00.
7. The Co-op Member did not dispute the Co-op's allegation that he had made no payments to the Co-op since September 2022. He did, however, dispute the amount which was being charged by the Co-op, on the understanding that the Co-op owes him for overpayments made in two prior years.
8. Section 203.1 of the *Residential Tenancies Act*, 2006 precludes the Board from making determinations or reviewing decisions in respect of a co-op's housing charges and/or subsidies. Any dispute about the amount of housing charges assessed by the Co-op in this application are not, accordingly, before me.
9. The Co-op Member testified that he had receiving Long Term Disability benefits through his past employer for 14 years. A dispute has arisen with that employer about his continued eligibility for those benefits. The Co-op Member requires the services of a lawyer to assemble the necessary documents and to contest the termination of the benefits but he cannot afford a lawyer. As a result he has, to date, been unable to get his benefits reinstated.
10. He recently approached his local Social Services, whose services are provided out of a department within, but separate from, the organization DSSAB. This is the organization which manages the Co-op. He started trying to get assistance from this source following the September 2023 Case Management Hearing for the application which is the subject of this hearing. He has been barred from physically entering the offices of that department but has arranged for a telephone appointment for November 21, 2023.
11. He also testified that he recently contacted his accountant to arrange for a withdrawal from his pension funds. He has requested a withdrawal of the maximum available amount, which he understands will amount to approximately \$30,000.00. He does not know what the timing will be for receipt of these funds and was unable to contact his accountant during the hearing to obtain a time estimate.
12. The arrears in housing charges are substantial. While the reinstatement of the Co-op Member's Long Term Disability benefits will surely be helpful to the Co-op Member, there is no assurance as to either the timing or outcome of the resolution of his dispute with the ex-employer. Assistance from the social services arm of DSSAB may be forthcoming in a relatively short period but there is no assurance that any such benefits will be sufficient to address the arrears.
13. I am encouraged by the Co-op Member's efforts to draw on his pension to allow him the resources to address both the arrears situation with the Co-op and his Long Term Disability dispute. I find, in the circumstances, that it would not be unfair to postpone the termination date for a short time too allow the Co-op Member time to source funds to void this order and preserve his occupancy rights.
14. The Co-op incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

15. The Co-op Member is owed \$600.00 for refundable deposits in the form of a member loan. The total refundable deposit is set off against the amount the Co-op Member owes.
16. 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 January 5, 2024, 2023 pursuant to subsection 94(1)(b) of the Act.

**It is ordered that:**

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:**
  - \$17,559.00 if the payment is made on or before December 31, 2023. See Schedule 1 for the calculation of the amount owing; and
  - \$18,555.00 if the payment is made on or after January 1, 2024 and on or before January 5, 2024.
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 December 12, 2023 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 January 5, 2024.**
5. If the Co-op Member does not void the order, the Co-op Member owes the Co-op \$15,491.00. 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 \$32.75 per day for the use of the unit starting November 17, 2023 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 January 5, 2024, the Co-op Member will start to owe interest. This will be simple interest calculated from January 6, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 5, 2024, then starting January 6, 2024 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 January 6, 2024.

**December 1, 2023**

**Date Issued**

Lynn Mitchell

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 July 6, 2024 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 December 31, 2023**

Regular Monthly Housing Charges Owing To December 31, 2023	\$17,358.00
Total Other Housing Charges	\$0.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Co-op Member paid into the Co-op since the application was filed	- \$0.00
<b>Less</b> the amount the Co-op Member paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the credit that the Co-op Member is entitled to	- \$0.00
<b>Total the Co-op Member must pay to continue the occupancy</b>	<b>\$17,559.00</b>

**B. Amount the Co-op Member must pay to void the eviction order and continue the occupancy if the payment is made on or before January 5, 2024**

Regular Monthly Housing Charges Owing To December 31, 2023	\$18,354.00
Total Other Housing Charges	\$0.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Co-op Member paid into the Co-op since the application was filed	- \$0.00
<b>Less</b> the amount the Co-op Member paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the credit that the Co-op Member is entitled to	- \$0.00
<b>Total the Co-op Member must pay to continue the occupancy</b>	<b>\$18,555.00</b>

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

Regular Monthly Housing Charges Owing To Hearing Date	\$15,890.00
Total Other Housing Charges	\$0.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Co-op Member paid into the Co-op since the application was filed	- \$0.00
<b>Less</b> the amount the Co-op Member paid into the LTB since the application was filed	\$0.00
<b>Less</b> the amount of refundable deposits	- \$600.00
<b>Less</b> the amount of the credit that the Co-op Member is entitled to	- \$0.00
<b>Total amount owing to the Co-op</b>	<b>\$15,491.00</b>

Plus daily compensation owing for each day of occupation starting November 17, 2023	\$32.75 (per day)
--	-------------------