



Order under Section 69 Residential Tenancies Act, 2006

Citation: Guelph Non Profit Housing v Horsley, 2026 ONLTB 3215

Date: 2026-01-13

File Number: LTB-L-074174-25

In the matter of: 53, 394 AUDEN RD
GUELPH ON N1E6Z6

Between: Guelph Non Profit Housing Landlord

And

Kelly Horsley Tenant

Guelph Non Profit Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Kelly Horsley (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (the 'L1 Application'); and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant (the 'L2 Application').

This application was heard by videoconference on January 5, 2026. Only the Landlord's Agent, Chelsea Donaghy, attended the hearing.

As of 11:20 a.m., the Tenant 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 Landlord's evidence.

Determinations:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,307.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.97. This amount is calculated as follows: \$1,307.00 x 12, divided by 365 days.

5. The Tenant has not made any payments since the application was filed. The rent arrears owing to January 31, 2026 are \$3,726.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.

The L2 Application

8. On July 28, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served on August 2, 2025, with a termination date of August 28, 2025 (the 'N5 Notice'). In summary, the N5 Notice alleges that the Tenant is required to obtain and provide proof of tenant insurance and that the Tenant has failed to do so.
9. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 Notice. In this regard, the Tenant did not provide proof of insurance to the Landlord during the voiding period, being from August 2, 2025 to August 8, 2025. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Landlord's Evidence

10. It was the evidence of the Landlord's Agent that the Tenant is required to obtain and provide proof of insurance pursuant to the lease agreement and that a letter was sent to the Tenant in May 2025 regarding her insurance expiring in July 2025. However, the Tenant did not respond to the letter and did not provide proof of insurance. The Landlord's Agent reached out to the Tenant's insurance provider regarding the status of the Tenant's insurance. The Landlord's Agent stated that on July 21, 2025, she was notified by the insurance provider that the Tenant's policy was cancelled on July 25, 2025. As of the hearing date, the Tenant has not provided any proof of insurance to the Landlord.
11. A copy of the lease agreement was tendered as evidence in support of the Landlord's Agent's testimony. In the lease, at paragraph m) it states:

The Tenant agrees to obtain and maintain insurance coverage to insure the Tenant's property against loss or damage, and the cost of any claims against the Tenant for damage to the Leased Unit or injury to other parties. The Tenant will provide proof of insurance to the Landlord prior to the commencement of this lease and annually or as may be required by the Landlord from time to time. Failure to maintain tenant insurance coverage will result in termination of the tenancy.

Analysis

12. The Divisional Court held in *Stanbar Properties v. Rooke* [2005] O.J. No. 6363 that the tenant's failure to provide proof of insurance coverage was a breach of consensual provisions of the tenancy agreement and that the tenant's refusals substantially interfered with the landlord's lawful rights acquired by it as a result of the agreement.

13. Based on the uncontested evidence of the Landlord, I find, on a balance of probabilities, that the Tenant is required by the lease agreement to provide the Landlord with proof of insurance and that the Tenant has not done so. As a result, the Tenant has substantially interfered with a lawful right, privilege or interest of the Landlord.

Relief from Eviction / Section 83 of the Act

14. The Landlord's Agent requested a delayed standard order to January 31, 2026 with respect to the L1 Application and a conditional order with respect to the L2 Application. In this regard, she requested that the Tenant provide the Landlord with proof of valid insurance by January 31, 2026, failing which the Landlord could apply for eviction pursuant to s.78 of the Act.
15. As the Tenant was not present to speak to their circumstances, the Landlord's Legal Representative was asked if they were aware of any circumstances of the Tenant that would give rise to delaying or denying eviction. The Landlord's Legal Representative submitted that they were not aware of any such circumstances.
16. I considered whether the Landlord attempted to negotiate a repayment agreement with the Tenant pursuant to subsection 83(6) of the Act. The Landlord's Agent stated that she reached out to the Tenant several times and that she was finally able to speak with her during a unit inspection. During the conversation, they discussed the Tenant getting back on Ontario Works and a payment plan. However, the Landlord's Agent stated that they did not reach an agreement and that she has not heard from the Tenant since.
17. With respect to the L1 Application, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlord. The Tenant did not attend the hearing to dispute the arrears claimed or to request additional time to pay. However, the Landlord was agreeable to postpone eviction to January 31, 2026. As such, the Tenant shall have until January 31, 2026 to void this order or move out.
18. With respect to the L2 Application, I find the conditional order sought by the Landlord's Agent to be reasonable in the circumstances and so the Tenant will be required to comply with the conditions ordered below if the tenancy is to continue.

It is ordered that:

L1 Application

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$3,912.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,819.85. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$42.97 per day for the use of the unit starting January 6, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord 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 Landlord on or after February 1, 2026.

L2 Application

10. If the Tenant voids the L1 portion of this order, the tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
11. The Tenant shall provide to the Landlord proof of valid insurance on or before January 31, 2026.
12. If the Tenant fails to comply with the condition set out in paragraph 11 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

January 13, 2026

Date Issued

Rachel Gibbons

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 August 1, 2026 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing to January 31, 2026	\$3,726.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$3,912.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing to Hearing Date	\$2,633.85
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$2,819.85
Plus daily compensation owing for each day of occupation starting January 6, 2026	\$42.97 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	