



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-090193-25

In the matter of: 1912, 305 MARGARET AVE
KITCHENER ON N2H6S4

Between: Morguard NAR Canada Limited Partnership Landlord

And

Jack Piccinetti Tenants
Jackson Piccinetti

Morguard NAR Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Jack Piccinetti and Jackson Piccinetti (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 7, 2026. Only the Landlord's Agent, Lucy Mosher, and Legal Representative, Natalia Abiniakine, attended the hearing.

As of 10:43 a.m., the Tenants were 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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the Tenants must provide proof of insurance to their Landlord on or before January 30, 2026.
2. The Tenants was in possession of the rental unit on the date the application was filed.
3. On September 29, 2025, the Landlord gave the Tenants an N5 notice of termination alleging that the Tenants have failed provide proof of tenants' insurance as required under the terms of their lease.

4. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. As of the date of the hearing, the Tenants had not provided a copy of their insurance documents to the Landlord. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. Page 5, section 11, of the Tenants lease (Doc-7056527, Ex. 1, pg 11) provides that the Tenants must provide proof of tenants' insurance. The Tenants also initialed an addendum to the lease which states that if the Tenants fail to provide proof of insurance to their Landlord, that this would constitute substantial interference with the Landlord's lawful rights and privileges. (Ex. 1, pg 25).
6. The Landlords delivered correspondence to the Tenants on April 23, May 8, September 9, and September 17, 2025 (Ex. 1, pgs 32-35). Information on where to obtain tenants insurance was also provided.
7. On December 30, 2025 (Doc-7056722, Ex. 2), the Landlord gave the Tenants correspondence which advised of the hearing date.
8. I find on a balance of probabilities that the Tenants have failed to provide proof of tenants' insurance as required by the terms of the Tenants' lease.
9. The requirement to have tenants' insurance was considered by the Divisional Court in *Stanbar Properties Ltd. v. Rooke*, [2005] O.J. No. 6363, who found that a tenant who refused to provide evidence of Tenant's insurance substantially interfered with the landlord's lawful contractual rights.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The Landlord submits that they would be satisfied with providing the Tenants a final opportunity to obtain insurance and provide a copy of same to the Landlord to avoid eviction.
11. Given that the Landlord is willing to provide the Tenants a final opportunity to provide proof of insurance, and this allows the Tenants a chance to preserve their tenancy, I am of the view that this is a conditional order is appropriate in the circumstances.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. On or before January 30, 2026, the Tenants must provide satisfactory proof, for example a copy of the insured's certificate of insurance, of having obtained tenants' insurance to the Landlord.
3. If the Tenants fail to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants. 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 Tenants.

4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before January 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 31, 2026 at 4.00% annually on the balance outstanding.

January 13, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.