



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-097126-25

In the matter of: 715, 10 GARFELLA DR
ETOBICOKE ON M9V2E9

Between: Siteline (10 Garfella) Inc. Landlord

And

Charanjit Gill Tenant

Siteline (10 Garfella) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Charanjit Gill (the 'Tenant') because:

- 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 19, 2026.

Only the Landlord's representative, Sara Ginman, and Landlord's agent, Leeann Mathura, attended the hearing.

As of 9:26 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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for their application, and I have decided that a conditional order would be appropriate.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 24, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on October 29, 2025. The notice of termination alleges that the Tenant required by the tenancy agreement to obtain insurance and provide proof of doing so. The N5 alleges

that the Tenant has failed to provide the required proof, and in doing so have substantially interfered with the Landlord's lawful right.

4. The lease agreement between the parties requires the Tenants to have liability insurance and to provide proof that they have the requisite tenant's insurance in full force and effect upon request of the Landlord.
5. The Landlord demonstrated that it requested the required proof of insurance after the N5 was served, but the Tenant's failed to provide the requisite proof prior to the filing of this application. I accept the Landlord's evidence that the Tenants did not void the N5 notice by providing evidence that they had obtained the required insurance.
6. In *Stanbar Properties Ltd. v. Rooke* [2005] O.J. No. 6363 (Ont. Cup.Ct., Div.) at para. 10, the Ontario Superior Court made the following finding:

The refusals of the respondent to arrange for pre-authorized debit and to provide proof of insurance coverage were in breach of consensual provisions of the tenancy agreement to which he was a part and, in the language of section 64(1) of the Act, his refusals substantially interfered with the appellant's lawful rights acquired by it as a result of the agreement.

7. In accordance with *Stanbar*, I find that the Tenant's failure or refusal to provide requested proof of insurance coverage constituted a substantial interference with the Landlord's lawful right.
8. Having considered all the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), I find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act subject to conditions imposed under subsection 204(1) of the Act.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall provide proof of liability insurance on or before March 19, 2026.
3. If the Tenant fails 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 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.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.

6. If the Tenant does not pay the Landlord the full amount owing on or before March 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 9, 2026 at 4.00% annually on the balance outstanding.

February 25, 2026
Date Issued

Vinuri Sivalingam
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.