



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-027799-24-RV

In the matter of: 1986 Mumford Road
Highland Grove ON K0L2A0

Between: Harold Hart Landlord

And

Doris Darlene Mckay Tenants
George Glen Mckay

Review Order

Harold Hart (the 'Landlord') applied for an order to terminate the tenancy and evict Doris Darlene Mckay and George Glen Mckay (the 'Tenants') because:

- The Tenants failed to pay the rent that the Tenants owe (L1 application).
- 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 Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex (L2 application).

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This combined L1/L2 application was resolved by order LTB-L-027799-24 issued on October 4, 2024. Only the Landlord attended the hearing on September 24, 2024. The L1 application was withdrawn.

On October 17, 2024, the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 21, 2024 interim order LTB-L-027799-24-RV-IN was issued, staying the order issued on October 4, 2024.

On January 24, 2025, interim order LTB-L-027799-24-RV-IN2 was issued granting the review and directing the L2 application to be reheard.

The L2 application was reheard by videoconference on January 22, 2026.

The Landlord's Legal Representative, R. McRandall, the Landlord, and the Tenants, Doris Darlene McKay (DM) and George Glen McKay (GM), attended the hearing.

The following witness testified at the hearing:
Guy Laverne (GF), a friend, on behalf of the Landlord

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities some of the grounds for termination of the tenancy in this application. However, the Tenants shall have an opportunity to remedy the breach by providing a copy of their insurance policy to the Landlord on or before March 6, 2026. If the Tenants fail to comply with that condition, the Landlord may then file an application without notice to terminate and evict the Tenants.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On March 8, 2024, the Landlord gave the Tenants a Notice to End Your Tenancy For Interfering with Others, Damage or Overcrowding (N5 Notice) by mail which was deemed served on March 13, 2024. The N5 Notice contains the following allegations:
 - January 10, 2020 – Tenants sign lease agreeing to pay full cost of municipal taxes levied annually and billed bi-annually with 15 days of presentation of tax bill, Tenants have failed to pay since first year.
 - January 10, 2020 – Tenants signed lease agreeing to obtain and provide proof annually of public liability and property damage insurance in respect of premises, but have never provided proof of insurance covering the premises
 - December 2022 to Present – Tenants have boarded up back door preventing use as fire escape and use electric space heaters on extension cords, impairing the safety.
4. The N5 Notice was served pursuant to section 64 of the *Residential Tenancies Act, 2006* (the 'Act'). Subsection 64(3) of the Act provides that the notice is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission within seven (7) days. Based on the evidence before me, I was satisfied that this notice was not voided as the Tenants did not provide a copy of their insurance policy within the remedy period.
5. Also, on March 8, 2024, the Landlord gave the Tenants a Notice to End Your Tenancy For Causing Serious Problems in the Rental Unit or Residential Complex (N7 Notice) by mail deemed served on March 13, 2024. The N7 Notice contains the following allegations:
 - August 2022 – some time prior to this date the Tenants boarded up back door making it impassible and eliminating the only fire escape route other than the front door.
 - December 2022 – from this date onward the Tenants have been known to use electric space heaters run on extension cords connected to a gas powered generator. This is a fire hazard.

6. There was no dispute that the parties signed a written Lease Agreement (the 'Lease') for the premises on or about January 2020 (undated). A copy of the Lease was provided into evidence by the Landlord (DOC-4185951). The Lease is for a term of twenty years at a rental amount of \$21.00 payable on January 10th, 2020. Subsection 3(b) of the Lease provides that:

"The Tenants shall pay annually to the landlord within 15 days after the landlord delivers to the Tenants copies of the Interim and Final Tax Bills amounts equivalent to each installment of the realty taxes levied with respect to the Landlords Land during each calendar year of the term from an including the calendar year 2020 to and including the calendar year 2040."

7. Additionally, subsection 6(a) (iii) of the Lease provides that:

"The Tenants covenant with the Landlord as follows:

To maintain and keep in force during the term such public liability and property damage insurance in respect of the Premises as would be carried by a prudent tenant of similar premises and, upon request made not more frequently than annually, to provide reasonable proof to the Landlord that such coverage is in effect;"

8. The issues to be determined in this application are:

- a) did the Tenants pay the realty taxes as per the Lease;
- b) did they provide a copy of their insurance policy as per the Lease;
- c) are they using extension cords to run electric space heaters which amounts to a serious impairment of safety; and
- d) did the Tenants alter/renovate to the rental unit and if so did this amount a serious impairment of safety or a substantial interference with the Landlord's lawful rights, interests or privileges.

Realty Taxes

9. There was no dispute that the Tenants are responsible for paying the taxes for the property as part of the Lease. The Tenants maintained that they pay the annual taxes when they receive the property tax bill from the Landlord. The Landlord acknowledged that the Tenants have paid prior tax years, however the current tax year 2025 is still outstanding. He stated that the 2025 tax bill was dated October 10, 2025 and when he put a notice of entry on the door he also advised the Tenants that the taxes were due.
10. DM stated that they did not receive a copy the 2025 tax bill until January 16, 2026 and they will be paid.
11. The clause in the Lease requires that the Tenants "pay annually to the landlord within 15 days after the landlord delivers to the Tenants copies of the Interim and Final Tax Bills." The Landlord has failed to establish when and how he delivered the previous years Tax Bills to the Tenants that he alleged were not paid on time. As for the current year's Tax Bill, he testified that when he posted a notice of entry on the door of the rental unit that he

also advised that the taxes were due. This was insufficient to find that a copy of the Tax Bill was delivered to the Tenants. Only a Notice of Entry is permitted to be posted on the door of a rental unit. Other documents and notices must be given to the Tenant pursuant to section 191 of the Act in order to determine that it was sufficiently given.

12. Therefore, I was not satisfied that the Tenants breached the Lease agreement by failing to pay tax bill since the first year of tenancy as alleged in the N5 Notice.

Insurance Policy

13. There was no dispute that the Tenants agreed in the Lease to maintain liability and property damage insurance for the premises and upon request “to provide reasonable proof to the Landlord that such coverage is in effect.”
14. The Landlord stated that he has not received proof since N5 Notice of the Tenants’ insurance policy. He stated that he had seen a part of the policy about three years ago, but nothing confirming the liability portion. He also stated that he has requested a copy three to four times but it was not provided. Under cross-examination, the Landlord confirmed after those times that he had stopped asking for it.
15. DM stated that she had provided the Landlord a copy of the policy when she first got it and has not had any communication from the Landlord that he required an other copy of the policy. DM also stated that they have maintained insurance as required since the commencement of the Lease. In support of her assertions, she provided a copy of the letter confirming the new policy in 2020 (DOC-4836460) and copies of the current payment schedule from the insurance provider (DOC-7182590) and her current bank statement showing these debits (DOC-7182595).
16. Based on the evidence before me, I was satisfied that the N5 Notice officially requested that the Tenants provide a copy of the insurance policy to the Landlord as set out in the Lease. To date, the Tenants have not provided a copy of an insurance policy showing reasonable proof to the Landlord that such coverage is in effect. Even at this hearing, the Tenants only provided a copy of the cover letter for their insurance policy, this is insufficient to establish reasonable proof of the liability and property damage insurance for the premises.
17. Given the above, I find that the Tenants failed to provide proof of insurance coverage when requested as per the Lease amounted to a substantial interference with the Landlord’s lawful rights, privileges and interests.

Use of Extension Cords - unsafe

18. The Landlord alleged that there are hazards at the rental unit with respect to the Tenants using extension cords for electric heaters, but the Landlord confirmed that he has not been able to access the rental unit. DM denied that they use extension cords with electric heaters. She stated that they only use an extension cord for the water pump, the cord goes from the kitchen to their gas generator outside.

19. The evidence before me was insufficient to find that the Tenants use extension cords for electric heaters in the rental unit. The Landlord acknowledged that he has not been inside the rental unit in some time and therefore could not provide any direct evidence with respect to electric heaters being used at all.

Alterations/Renovations – back door

20. The Landlord asserted that the back door was boarded up without his permission and amounts to a serious impairment of safety because a fire escape route has been eliminated. There was no dispute that the cabin originally had another door on the same side as the kitchen door, which was removed and in its place there are now windows.
21. Under cross-examination, the Landlord denied that he was not present when these renovations were completed. In response to a question by the Tenants that the two windows are the Landlord's, he replied, "no, the window they put in is not my window. The one I originally put in was a small one pane."
22. CM stated that the renovations to remove the one door and put in windows was the Landlord's idea to have more lighting. She also stated that the work was done with the Landlord present, and before the tenancy commenced, if they were not supposed to do it, the Landlord have ought to have said something.
23. Based on the evidence before me, I find it more likely than not that this work was completed before the commencement of the tenancy as per CM's testimony. The Landlord did not provide any date or timeframe for these renovations occurred in his testimony and the N5 Notice refers to "some time" before August 2022 which is vague.
24. The Landlord is CM's uncle. The rental unit is a family cabin that is only used seasonally. The parties both made statements at the hearing that this property was also to be willed to CM upon the Landlord's death. The Lease terms are clearly reflective of the parties' being close family. Given this, I find it likely that when these renovations were made both parties were involved. There was no dispute that there has since been a falling out between the parties in the last couple of years. I was satisfied that this falling out is more likely than not the reason for the Landlord raising these changes as an issue now.
25. The evidence before me was insufficient to find that these renovations amounted to a serious impairment of another person's safety. The Landlord did not provide any order from the Fire Department or By-Law inspector confirming his assertion that a fire escape route was eliminated with this renovation.
26. Given the findings above, the Landlord is entitled to reimbursement of \$186.00 paid for filing the application.
27. There is no last month's rent deposit.

Relief from eviction

28. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.

29. The only issue substantiated by the Landlord in this application is the Tenants' failure to provide the Landlord with a copy of their insurance policy for the premises when requested as required by the Lease. The Tenants maintained that they have an insurance policy for the property since the commencement of the tenancy. I am satisfied that if the Tenants can provide the Landlord with a copy of their policy then this breach would be remedied.
30. The Act is predicated on a remedial nature and an eviction ought to be a last resort. If the Tenants fail to comply with the condition in this order, then the Landlord can apply to terminate the tenancy and evict the Tenants without notice.

It is ordered that:

1. The Tenants shall provide the Landlord with a copy of "such public liability and property damage insurance in respect of the Premises as would be carried by a prudent tenant of similar premises" on or before March 6, 2026.
2. If the Tenants fail to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of 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.
3. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlord the full amount owing on or before March 6, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 7, 2026 at 4.00% annually on the balance outstanding.

February 20, 2026
Date Issued

Lisa Del Vecchio
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.