



Order under Section 69 Residential Tenancies Act, 2006

Citation: SiteLine (170 Grove) Inc. v Neveu, 2026 ONLTB 19065

Date: 2026-03-03

File Number: LTB-L-076493-25

In the matter of: 103, 170 GROVE ST E
BARRIE ON L4M2P7

Between: SiteLine (170 Grove) Inc. Landlord

And

Amanda Neveu Tenant

SiteLine (170 Grove) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Neveu (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 December 10, 2025.

Only the Landlord's agent, L. Mathura, and the Landlord's legal representative, S. McArthur attended the hearing.

As of 10:26 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 termination of the tenancy.

2. The Landlord served the Tenant with an N5 notice of termination alleging that they had not provided the Landlord with evidence of liability insurance as required.
3. The Landlord's agent, L. Mathura (LM) is responsible for insurance audits for the Landlord. She said that the Tenant is obliged to provide proof of liability insurance pursuant to section 11 of the standard form written lease agreement that was entered into between the parties in 2021.
4. LM submitted into evidence a number of letters sent by the Landlord to the Tenant, requesting proof of her liability insurance coverage. She said that there has been no reply from the Tenant. The last one was sent to the Tenant on June 23, 2025.
5. LM said that the N5 notice of termination was served by mail on July 14, 2025, and it was deemed served on July 19, 2025. She said that the Landlord received no response from the Tenant.
6. The Landlord seeks a conditional order requiring the Tenant to provide proof of her liability insurance coverage within 30 days.
7. I find, on a balance of probabilities, that the Tenant did not void the N5 notice of termination, deemed served on July 19, 2025. She did not provide proof of liability insurance coverage during the voiding period, nor has she provided such proof to the Landlord to the date of the hearing.
8. 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 proved their application, that is that the Tenant has substantially interfered with the Landlord's right, privilege or interest by failing to provide proof of her liability insurance as agreed to in the lease agreement between the parties. She did not void the N5 notice of termination, and she has not responded to the Landlord's repeated requests for her insurance details. I find that it is not unfair to provide her some further time to respond to the Landlord's request and thereby preserve her tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. On or before April 1, 2026, the Tenant shall provide documentary proof to the Landlord that she has obtained current, valid, liability insurance.
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.

March 3, 2026
Date Issued

Nancy Morris
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.