



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-003164-26

In the matter of: 209, 125 EUPHEMIA ST S
SARNIA ON N7T2Y6

Between: Housing Services - County of Lambton Landlord

And

Alabama Bressette Tenant

Housing Services - County of Lambton (the 'Landlord') applied for an order to terminate the tenancy and evict Alabama Bressette (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 26, 2026.

Only the Landlord's Agent Tina Buono attended the hearing.

As of 9:45am, 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. Therefore, the tenancy shall continue if the Tenant meets the conditions set out in this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 17, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: that the Tenant failed to provide verification of valid Tenant's insurance despite multiple requests from the Landlord.

4. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination by providing proof of Tenant's insurance. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. The Landlord's Agent testified that the lease agreement signed by the parties requires the Tenant to secure renters' insurance and provide proof of this insurance to the Landlord. The Agent relied on a copy of the lease in support of this assertion which clearly indicates this requirement.
6. The Agent testified that the Tenant has lived in the unit since 2018 and has provided proof of insurance every year since then, however the Tenant failed to provide proof of insurance for 2025. The Agent testified that they request proof of insurance on multiple occasions including October 14, 2025, November 14, 2025, and December 1, 2025 before the N5 was served. The Tenant was also provided with the contact information for a community support worker when the N5 was served and the community support worker tried and failed to contact the Tenant to assist her.
7. The Agent testified that since the N5 was served the Tenant has still failed to provide proof of insurance, therefore I find that the Tenant has failed to void the N5 Notice of Termination. I am satisfied that the Tenant is required to provide verification of renters insurance and her failure to do constitutes interference with the Landlords reasonable enjoyment and lawful rights and privileges.
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's Agent sought a conditional order to allow the Tenant 30 days to provide proof of insurance. The Tenant did not attend and thus I did not have an opportunity to hear evidence from them on the issue. Considering all the circumstances, I am satisfied that a conditional order is appropriate.

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 must provide to the Landlord proof of valid renters insurance by April 9, 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 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 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 22, 2026 at 4.00% annually on the balance outstanding.

March 10, 2026

Date Issued

Reid Jackson

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.