



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-099918-25

In the matter of: 17, 90 KING EDWARD AVE
LONDON ON N5Z3S8

Between: King Edward Apartments Landlord

And

Seth McTavish Tenant

King Edward Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Seth McTavish (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 March 2, 2026.

Only the Landlord's Agent, Jaspreet Kaur, attended the hearing.

As of 1:11 p.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. However, having considered all of 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 subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 17, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served that same day. The notice of termination alleges that the Tenant is in violation of

the lease agreement by not maintaining and providing proof of a valid tenant/renter's insurance policy. The Landlord made written requests on October 17, 2025 and November 7, 2025 for the Tenant to provide updated liability insurance to the Landlord, but the Tenant never complied.

4. The Tenant did not stop the conduct or correct the omission within seven days after receiving the N5 notice of termination, as no updated tenant insurance policy was provided to the Landlord. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the Act.
5. The Landlord's Agent submitted a copy of the lease agreement the Tenant signed on October 31, 2021 which states in section 11 that the Tenant must have liability insurance at all times and must provide proof of insurance if asked by the Landlord.
6. The Landlord's Agent then submitted letters from the Landlord to the Tenant dated October 17, 2025 and November 7, 2025 requesting updated renter's insurance documentation from the Tenant.
7. The Landlord's Agent confirmed the Tenant has yet to provide updated renter's insurance to the Landlord as of the date of the hearing.
8. In *Stanbar Properties Ltd. v. Rooke* [2005] O.J. No. 6363 (Ont. Div. Ct), the 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.

9. Having considered the uncontested evidence and submissions before me, I am satisfied that the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord. The Tenant was aware of their responsibility to provide a copy of their tenant insurance policy to the Landlord when asked but did not do so. They were given multiple notices to comply with the provision in the lease, and they have not complied to date. The insurance policy is not only part of a contractual agreement and lawful right, but also an acknowledgement between the parties that the Tenant will help mitigate the financial risk to the Landlord from certain issues that can arise during the tenancy. When the Tenant ceased to provide proof that their insurance has been maintained, they also ceased to mitigate that risk for the Landlord.

Relief from Eviction:

10. 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.
11. The Landlord's Agent stated that the Tenant has been unresponsive to the Landlord's additional letters and efforts to come to a resolution regarding the renter's insurance issue. However, the Landlord's Agent further stated the Landlord was not opposed to a

conditional order for the Tenant to produce proof of a renter's insurance policy in line with the signed lease agreement in order to try and preserve the tenancy.

12. Having considered the uncontested evidence and submissions before me and the spirit of the Act, I find a conditional order is appropriate in the circumstances to ensure the Landlord has a method of relief while conditionally preserving the tenancy.

Daily Compensation:

13. The Tenant was required to pay the Landlord \$3,773.15 in daily compensation for use and occupation of the rental unit for the period from December 8, 2025 to March 2, 2026.
14. Based on the monthly rent, the daily compensation is \$44.39. This amount is calculated as follows: \$1,350.05 x 12, divided by 365 days.
15. The Landlord's Agent confirmed that the Tenant is not in rent arrears. As the tenancy is not being terminated and the Tenant is not in arrears, I do not find it appropriate in the circumstances to grant the claim for daily compensation.
16. 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 obtain tenant's insurance in accordance with the provisions of their lease agreement and provide proof of the insurance policy to the Landlord no later than March 25, 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. If the Tenant does not pay the Landlord the full amount owing on or before March 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 26, 2026 at 4.00% annually on the balance outstanding.

March 5, 2026
Date Issued

Fotoula Hatzantonis
Member, Landlord and Tenant Board

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