



Order under Section 69 Residential Tenancies Act, 2006

Citation: SITELINE (7555 GOREWAY) INC. v FIAWORNNU, 2026 ONLTB 24815

Date: 2026-03-30

File Number: LTB-L-076532-25

In the matter of: 69, 7555 GOREWAY DR
MISSISSAUGA ON L4T3M9

Between: SITELINE (7555 GOREWAY) INC. Landlord

And

WINFRED FIAWORNNU Tenant

SITELINE (7555 GOREWAY) INC. (the 'Landlord') applied for an order to terminate the tenancy and evict WINFRED FIAWORNNU (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 10:38 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, that they are justified in receiving the filing fee for this application.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On July 24, 2025, the Landlord mailed the Tenant an N5 notice of termination, that was deemed to have been served on July 29, 2025. In the notice, the Landlord alleges that the Tenant agreed to provide liability insurance as a term of her lease agreement, and she failed to disclose any such insurance to the Landlord.
4. The Tenant did not provide proof of any liability insurance during the voiding period, the seven days following July 29, 2025. The Tenant's lease requires her to provide proof of liability insurance, and the parties consented to the terms of the lease.
5. Therefore, the Tenant did not correct the omission within seven days after receiving the N5 notice of termination, and she did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
6. At the hearing, the Landlord's witness, L. Mathura, said that the Tenant eventually disclosed her insurance on November 20, 2025, long after the termination date on the N5 notice of termination, August 23, 2025, and more than 30 days after the termination date.. The policy start date is also November 20, 2025.
7. The Landlord is seeking reimbursement of the application filing fee cost of \$186.00. They submit that they sent the Tenant several letters requesting proof of insurance prior to serving the N5 notice of termination, and they then served the N5 notice of termination, and the Tenant did not void it. They submit that it took almost three months from the time of serving the N5 notice, until they received any proof of insurance from the Tenant.
8. I find that the Landlord's evidence proves, on a balance of probabilities, that the Tenant substantially interfered with a a right, privilege or interest of the Landlord by failing to provide her liability insurance policy as required by her lease. She continued this conduct or omission, even after many reminders from the Landlord, and after the service of an N5 notice of termination. The Tenant did not disclose any liability insurance until November 20, 2025, after the voiding period, and after the termination date on the N5 notice. Her insurance only commenced on that date of November 20, 2025, which also proves, on a balance of probabilities, that the Tenant did not obtain liability insurance until more than 30 days after the termination date on the N5 notice. The Landlord was obliged to file their application within 30 days of the termination date.
9. Therefore, the Landlord proved their application and they are entitled to a remedy. In this case, the only remedy requested by the Landlord is their cost of filing the application. I find that it is not unfair to order the Tenant to pay the Landlord's cost of filing the application since they would not have been obliged to file the application had the Tenant provided her liability insurance within 30 days of the termination date on the N5 notice of termination.
10. 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 Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

2. If the Tenant does not pay the Landlord the full amount owing on or before April 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 11, 2026 at 4.00% annually on the balance outstanding.

March 30, 2026

Date Issued

Nancy Morris

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.