



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-104194-25

In the matter of: UNIT 4, 3 TERRYELLEN CRES
ETOBICOKE ON M9C1H6

Between: KAREN JARZABEK Landlord
EDWARD JARZABEK

And

ANDY HASSANEIN Tenant
ROXANNA ARGUELLO

KAREN JARZABEK and EDWARD JARZABEK (the 'Landlord') applied for an order to terminate the tenancy and evict ANDY HASSANEIN and ROXANNA ARGUELLO (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.

The Landlord Karen Jarzabek and the Landlord's Legal Representative Michelle Mont and both named Tenants and the Tenant's Legal Representative Dariya Alton attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 30, 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

proof of proof of a current tenant insurance and minimum \$2,000,000 liability policy for February 5, 2025, to February 5, 2026. The N5 alleges that the tenant's refusal to provide proof of a tenant insurance and liability policy seriously puts the landlord at risk of losing insurance coverage for the complex.

4. The Landlord testified that the complex was constructed in the 1950's and consists of 5 rental units. The Tenant has resided in the complex since 2010.
5. On or about May 15, 2022, another Tenant started a fire in their unit due to negligence and the damage from the fire was severe, the Landlord incurred costs of approximately \$212,000.00 to remediate the damage from the fire and restore the complex which took until July 2023. She testified that the Tenant who started the fire did not have Tenant's insurance.
6. The Landlord Testified that after the fire their insurer imposed a requirement that all Tenants within the complex hold their own tenants insurance policy with a minimum liability of \$2,000,000.00. The Landlord relied on a letter from September 20, 2023 from HUB International HKMB Limited expressing the need for all Tenants to carry insurance.
7. The Landlord testified that they subsequently changed policies, however the new insurer also required all Tenants to hold their own tenants insurance policy with a minimum liability of \$2,000,000.00. The Landlord relied on a letter dated February 15, 2025 from Stedman LaPalm Insurance Group.
8. The Landlord sent the Tenant a letter on August 1, 2023 which indicates that it had been recommended in the past for all Tenant's to have rental insurance and that this insurance is now mandatory, the letter indicates that the liability insurance should be for two million dollars and include a clause that Edward Jarzabek and Karen Jarzabek are additional insured on the policy.
9. The Landlord testified that the Tenant has held insurance in the past, and that the Tenant informed her he had always had insurance since he moved in and reduced it in 2025 because he refused to pay insurance.
10. The Landlord testified that she sent the Tenant letters on February 11, 2025, February 25, 2025 and November 4, 2025 requesting they provide a copy of their insurance. However they have not done so.
11. The Landlord testified that she does not know what will happen if the Tenant does not get insurance, and that it is her understanding that she may have to obtain high risk insurance. She testified that according to her insurance broker this would be double or triple her current rate.
12. James Stedman testified at the Hearing, he is the insurance broker who works with the Landlord. He has been in the insurance business for 37 years and has worked with the Landlord for approximately 2 years.
13. He testified that he does not provide the Landlord with insurance, instead he shops it for them. He testified that he has shopped 15 or 20 policies for the Landlord, and all have required that Tenants have their own insurance policy. He testified that Tenant insurance protects the Landlord and ensures right of subrogation.

14. He also testified that if the Tenants do not provide proof of insurance the Landlord's policy could be ended, or refused for renewal, or a claim could be denied.
15. He testified that it would not be impossible for the Landlord to obtain insurance if the Tenant does not have Tenant's insurance, however they may have to apply for high-risk insurance which would not have water coverage and could be 3-5 times more expensive.
16. The Tenant Andy Hassanein testified that he has live in the rental unit for 15 years. He is currently in receipt of Ontario Works and receives \$1136.00 monthly. His lawful monthly rent is \$1066.97. He testified that he utilizes food banks and relies on friends for support. He testified that in February 2025 his Tenant's insurance was up for renewal, and it increased from \$50-\$75 per month, and he decided not to renew as he could not afford to do so.

Analysis

17. In support of their position the Landlord's Legal Representative relied on *Stanbar Properties Ltd. v. Rooke* [2005] O.J. No. 6363 and SWL-07401-17-RV a review decision from the Landlord and Tenant Board.
18. The Landlord's Legal Representative indicated that the only question is whether Landlord has a lawful right, interest, or privilege and whether the Tenant has interfered with that.
19. *Stanbar* confirms that the Landlord and Tenant Board has the jurisdiction to hear claims related to a failure to provide Tenant Insurance and that failing to do so many constitute interference with a Landlord's rights.
20. SWL-07401-17-RV is a review of SWL-07401-17 wherein the presiding Member had dismissed a Landlord's Interference Application on the basis that the Landlord had failed to prove that the Tenant's breach substantially interfered with a lawful right of the Landlord and noted that the Landlord had waited 14 years to file their Application.
21. In SWL-07401-17-RV the reviewing Member found that the hearing Member erred in the above analysis by conflating substantial interference with a lawful right, interest or privilege of the Landlord with the potential impact of that interference upon the Landlord and indicated at paragraph 11 that *"if a landlord has a lawful right, interest or privilege, it may serve the tenant with a notice of termination if the tenant's conduct substantially interferes with that right, interest or privilege. The Board has no duty or discretion to engage in a further inquiry to assess whether the right, interest or privilege itself is a "substantial right, interest or privilege." The only question is whether the landlord has a lawful right, interest or privilege, and if so, whether the tenant's actions substantially interfered with that lawful right, interest or privilege."*
22. While I have considered the prior decisions relied on by the Landlord's Legal Representative, I find that this case is distinguishable as I am not satisfied that the Landlord has demonstrated that they had a lawful right to require the Tenant to obtain and maintain Tenant's Insurance.
23. I note that in both *Stanbar* and SWL-07401-17-RV it was not disputed that the Tenants leases required them to carry Tenant's Insurance. However, I am not satisfied that this was

the case here. I am not satisfied that the Landlord has demonstrate that the original lease agreement between the parties required the Tenant to obtain and maintain Tenant's Insurance. The Tenant testified that they were permitted to occupy the unit without insurance and the Landlord's own letter which was sent to the Tenant on August 1, 2023 indicates "it has been recommended to all tenants in the past to have rental insurance. This rental insurance is now mandatory for liability for all Tenants"

24. To my mind this clearly demonstrates that there was no requirement that the Tenant obtain and maintain insurance prior to 2023 or at the time the lease was entered into and the Landlord did not led evidence to suggest that a new lease agreement was signed between the parties, or that the Tenant was provided with any fresh consideration in exchange for this new requirement. Instead, it appears that the Landlord has unilaterally chosen to make Tenant's insurance mandatory.
25. While the Tenant may have elected to obtain insurance, I am not satisfied that they were required to secure or maintain a policy, simply because the Landlord had directed them to do so.
26. Therefore, I am not satisfied that the Landlord had a lawful right, interest or privilege to require the Tenant to obtain and maintain Tenant's insurance.
27. Additionally, even if I were satisfied that the Landlord had this right, I am not satisfied that the Tenant's actions substantially interfered with that lawful right, interest or privilege. The Landlord's evidence was not that the Tenant's failure to provide insurance prevented them from obtaining insurance entirely, rather that they may be forced to obtain high risk insurance at a higher cost. Absent a contractual right for the Tenant to obtain and maintain Tennat's insurance, I am not satisfied that the Landlord has demonstrated that the Tenant has actions substantially interfered with that lawful right, interest or privilege.

It is ordered that:

1. The Landlord's Application is dismissed.

March 31, 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.

