



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-109281-25

In the matter of: 208, 109 KING ST E
HAGERSVILLE ON N0A1H0

Between: Haldimand Norfolk Housing Corporation Landlord

And

Hailey Dickson Tenant

Haldimand Norfolk Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Hailey Dickson (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 April 7, 2026.

Only the Landlord's Agent Tricia Feist attended the hearing.

As of 9:18 AM, 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 Tenant must provide proof of her insurance to the Landlord no later than May 15, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 19, 2025, the Landlord gave the Tenant an N5 notice of termination ('N5 Notice'). The notice of termination alleges that the Tenant failed to provide proof of insurance to the Landlord when they requested it in an annual checkup.
4. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination or at any point after the application was filed. 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. Based on the uncontested evidence of the Landlord's Agent, I am satisfied that having tenant's insurance and providing it to the Landlord upon request is a requirement of the tenancy agreement. By failing to provide proof of insurance, the Tenant breached the tenancy agreement and interfered with the Landlord's lawful rights. Therefore, the application is granted.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. 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.
8. The breach of the tenancy agreement is minor, and the Landlord's Agent sought a conditional order granting relief from eviction if the Tenant provided proof of insurance. I am satisfied that this an appropriate remedy in the circumstances.

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 May 15, 2026, the Tenant shall provide to the Landlord proof of obtaining tenant's 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.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application on or before May 15, 2026.
5. If the Tenant does not pay the Landlord the application filing fee on or before May 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2026, at 4.00% annually on the balance outstanding.

April 13, 2026

Date Issued

Kate Sinipostolova

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.