



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-080582-25

In the matter of: Lower, 206 GEORGE ST
AMHERSTBURG ON N9V2E7

Between: DINO PARETE Landlords
CAMILLE PARETE

And

JACLYN TIEFENBACH Tenant

DINO PARETE and CAMILLE PARETE (the 'Landlords') applied for an order to terminate the tenancy and evict JACLYN TIEFENBACH (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 Landlords or another tenant;
- the Tenant has been persistently late in paying the Tenant's rent.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 21, 2026.

Only the Landlords and the Landlords' Legal Representative, Richard Lammers attended the hearing.

As of 12:19 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 Landlords' evidence.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice – Substantial Interference with Reasonable Enjoyment

3. On September 16, 2025, the Landlords gave the Tenant an N5 notice of termination. The notice of termination alleges that the Tenant has failed to maintain hydro services for the rental unit and have failed to provide proof of insurance.
4. The Landlords assert that as per the lease agreement, the Tenant is responsible for paying the hydro bill directly to the hydro service provider, Essex Powerlines. The Landlords submit that the Tenant has not moved the hydro bill into their name and as a result, the unit is without electricity. The Landlords submit that as a result of the Tenant not paying their hydro bill, the Landlords are subject to risk of freezing water pipes as the furnace may not operate as intended, causing the unit to be without heat.
5. The Landlords also submit as per the lease agreement, the Tenant is required to have liability insurance at all times and must provide proof of coverage if requested by the Landlords.
6. The Landlords submit they sent a letter dated September 12, 2025 requesting proof of tenant liability insurance. The Landlords submit that as of the date of the hearing, they have not received any proof of liability insurance from the Tenant.
7. The Landlords submit that the Tenant's failure to ensure that there is electricity in the rental unit by paying the hydro bill and the Tenant's failure to maintain or provide proof of liability insurance has substantially interfered with the Landlords' reasonable enjoyment of the rental unit and has interfered with the lawful rights, privileges and interests of the Landlords.
8. Section 64 of the *Residential Tenancies Act, 2006* (the 'Act') states:

A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

9. The Divisional Court has held that the breach of a consensual provision in a tenancy agreement can fall within the scope of section 64 of the *Residential Tenancies Act, 2006* (the 'Act') and can constitute substantial interference with the landlord's lawful rights (see the decisions in *Stanbar Properties Ltd. V. Rooke*, [2005] O.J. No. 6363 and *Morguard Residential v. Asboth*, 2017 ONSC 387).
10. Based on the uncontested evidence before me, I am satisfied that the Tenant not having hydro and not maintaining or providing proof of insurance has substantially interfered with the Landlords' reasonable enjoyment of the rental unit and their lawful rights, privileges and interests.
11. I am further satisfied that the Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination by moving the hydro into their name and paying the hydro bills or by providing proof of liability 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).

N8 Notice of Termination – Persistent Late Payment of Rent

12. On September 5, 2025, the Landlords gave the Tenant an N8 notice of termination. The notice of termination alleges that the rent has been paid persistently late 7 out of 9 months in accordance with the following schedule:

Date Rent Due	Date Paid	Rent Late
January 1, 2025	January 1, 2025	☐
February 1, 2025	February 6, 2025	☒
March 1, 2025	March 1, 2025	☐
April 1, 2025	April 2, 2025	☒
May 1, 2025	May 5, 2025	☒
June 1, 2025	June 6, 2025	☒
July 1, 2025	July 2, 2025	☒
August 1, 2025	August 4, 2025	☒
September 1, 2025	September 5, 2025	☒

13. Based on the uncontested evidence of the Landlords, I find that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 7 out of 9 months between January 1, 2025 and September 30, 2025.
14. Since filing the application, the Tenant continued to pay the rent late from September 1 2026 to January 31, 2026, with the rent for January 1, 2026 outstanding as of the date of the hearing.
15. The Tenant was required to pay the Landlords \$5,406.71 in daily compensation for use and occupation of the rental unit for the period from October 7, 2025 to January 21, 2026.
16. Based on the monthly rent, the daily compensation is \$50.53. This amount is calculated as follows: \$1,537.00 x 12, divided by 365 days.
17. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

18. The Landlords collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$89.67 is owing to the Tenant for the period from August 5, 2023 to January 21, 2026.
19. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
20. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 22, 2026.
2. If the unit is not vacated on or before May 22, 2026, then starting May 23, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after May 23, 2026.
4. The Tenant shall pay to the Landlords \$5,406.71, which represents compensation for the use of the unit from October 7, 2025 to January 21, 2026.
5. The Tenant shall also pay the Landlords compensation of \$50.53 per day for the use of the unit starting January 22, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
7. The Landlords owe \$1,589.67 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlords is \$4,003.04.
9. If the Tenant does not pay the Landlords the full amount owing on or before May 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 23, 2026 at 4.00% annually on the balance outstanding.

May 11, 2026
Date Issued

Christopher Lin
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on November 23, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.