



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-006031-26

In the matter of: 1, 244 WESTHAVEN CRES
OTTAWA ON K1Z7G3

Between: Mario Marinelli c/o Sleepwell Property Management
Elvira Marinelli c/o Sleepwell Property Management
Landlord

And

David Walton
Linda Waddington
Tenants

Mario Marinelli c/o Sleepwell Property Management and Elvira Marinelli c/o Sleepwell Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict David Walton and Linda Waddington (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenants;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on April 30, 2026.

Only the Landlord's representative, Anne Skelly, and the Landlord's agent, Megan Souannhaphanh, attended the hearing.

As of 9:47 a.m., the Tenants were 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 in the application. However, the tenancy shall continue should the Tenants meet the conditions outlined below.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N5 Notice of Termination -Substantial interference

3. On January 8, 2026, the Landlord gave the Tenants an N5 notice of termination with the termination date of February 2, 2026. The notice of termination contains the following allegations: the Tenants substantially interfered with the Landlord's reasonable enjoyment of the rental unit by failing to maintain tenancy's insurance. The N5 notice also states the Tenants wilfully or negligently caused undue damage to the rental unit, which resulted in the Landlord incurring \$2,500.00 in out-of-pocket expenses.
4. The Tenants did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The Landlord submitted that from January 13, 2026 to January 19, 2026 ("the voiding period"), the Tenants did not provide the Landlord with proof of Tenants' insurance. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. I find that the Tenants had substantially interfered with the Landlord's reasonable enjoyment of the rental unit by failing to maintain Tenants' insurance as per the lease. A copy of the lease agreement was submitted into evidence and it is clear – the Tenants must maintain Tenants' insurance for the duration of the tenancy. The Landlord also submitted into evidence copies of email exchanges between the Landlord and the Tenants, in which the Tenants acknowledge not having Tenants' insurance. However, the Landlord submitted that on April 26, 2026, the Tenants provided the Landlord with their insurance binder with a valid insurance policy.
6. At the hearing, the Landlord withdrew their claim for damage as the Tenants had already paid the \$2,500.00 to the Landlord.

Relief from eviction

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.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants are to maintain Tenants' insurance for the duration of the tenancy.
3. If the Tenants fail 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 Tenants. 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 Tenants.

May 19, 2026
Date Issued

Vishal Nanda
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.