Order under Section 69
Residential Tenancies Act, 2006

Citation: Fairfield Towers Limited v Goldman, 2026 ONLTB 38155
Date: 2026-05-12
File Number: LTB-L-008142-26

In the matter of: 201, 6 TWENTY FOURTH ST
Toronto ON M8V3N4

Between: Fairfield Towers Limited — Landlord

And

Stacey Goldman
Doug Toutloff — Tenants

Fairfield Towers Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Stacey Goldman and Doug Toutloff (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on May 7, 2026. Only the Landlord’s Agent, Simon Parker, and the Landlord’s Representative, Samuel Korman, attended the hearing.

As of 9:37 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. Therefore, the tenancy shall continue subject to conditions.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On January 13, 2026, the Landlord gave the Tenants an N5 notice of termination alleging that the Tenants failed to provide proof of up-to-date tenant’s insurance.

4. The Tenants did not correct the omission within seven days after receiving the N5 notice of termination; no current insurance policy was given to the Landlord. 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. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.

6. The Landlord's agent testified that the Tenants have been living in the rental unit since 2017, and that having a tenants insurance policy is a requirement of their lease. When the Tenants moved in, they did provide evidence of insurance, as well as in 2021. Other years the Landlord has had to make multiple requests for the Tenants provide copies of their insurance; however, this time the Tenants did not comply with their repeated requests. E-mail blasts were sent to the Tenants' portal which the parties use as a means of communicating. The building also posts reminder notices in the common areas of the rental unit. However, the Tenants have not complied with providing a copy of their current insurance policy.

7. The Divisional Court held in *Stanbar Properties* v. *Rooke*[1] at par 10:

> "As well, it is my respectful view that the Tribunal erred in declining jurisdiction. The refusals of the respondent to arrange for pre-authorized direct debit and to provide proof of insurance coverage were in breach of consensual provisions of the tenancy agreement to which he was a part and, in the language of section 64(1) of the Act, his refusals substantially interfered with the appellant's lawful rights acquired by it as a result of the agreement. Accordingly, the Act authorized the appellant to give notice of termination of the respondent's tenancy and, subsequently, to apply to the Tribunal."

8. Based on the evidence before me, I am satisfied that the Tenants have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord. A reasonable tenant knows, or ought to know, that they must provide a copy of their insurance policy when requested, and that having up-to-date insurance not only limits the Landlord's liability in the event of an emergency but also protects the Tenants' interests.

9. 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. The Landlord seeks a conditional order giving the Tenants 30 days in which to comply with the Board's order to provide current insurance information to the Landlord.

10. As the Landlord's submission strikes a balance in allowing the Tenants an opportunity to preserve their tenancy while also limiting further prejudice to the Landlord, I am satisfied that this it is appropriate to order conditional relief from eviction.

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[1] *Stanbar Properties* v. *Rooke* [2005] O.J. No. 6363

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meets the conditions set out below.
2. On or before June 12, 2026, the Tenants shall provide a copy of their up-to-date tenants' insurance policy which clearly demonstrates that the Tenants are insured for the requisite period.
3. For the duration of the tenancy, the Tenants shall, within 15 days' of being asked, provide a copy of their up-to-date tenants' insurance policy to the Landlord.
4. If the Tenants fail to comply with the conditions set out in paragraph 2 and 3 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.
5. The Tenants shall also pay to the Landlord $186.00 for the cost of filing the application.
6. If the Tenants do not pay the Landlord the full amount owing on or before June 12, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 13, 2026 at 4.00% annually on the balance outstanding.

May 12, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.