



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-000576-26

In the matter of: 5, 59 JOHN PERKINS BULL DR
TORONTO ON M3K0B3

Between: 2565462 Ontario Limited Landlord

And

Onyekachi Obi Tenants
Jane Business Obi

2565462 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Onyekachi Obi and Jane Business Obi (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 tenant

This application was heard by videoconference on April 15, 2026.

Only the Landlord's Agent Natalia Abiniakine attended the hearing.

As of 10:27 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, I find that it would not be unfair to grant relief from eviction, subject to the conditions set out below.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On November 11, 2025, the Landlord gave the Tenants an N5 notice of termination deemed served on November 16, 2025, with a termination date of January 31, 2026. ('N5 Notice')
4. The N5 Notice alleges that the Tenants failed to provide the Landlord with a valid certificate of insurance as required by the tenancy agreement.

5. The Landlord's Agent testified that pursuant to section 11 of the tenancy agreement the Tenants must have liability insurance at all times, and if the Landlord asks for proof of coverage the Tenants must provide it. A copy of the tenancy agreement was tendered as an exhibit to this hearing.
6. The Landlord's Agent further testified that the Tenants' policy of insurance was set to expire on November 2, 2025 and that a notice reminder was sent out to the Tenants on October 20th and again on October 28th, 2025 to provide an updated policy of insurance.
7. On November 3, 2025 the Landlord again requested an updated policy of insurance from the Tenants. The Landlord further advised the Tenants that if the policy was not received by November 10, 2025 that the Landlord would commence further action including commencing an N5 notice of termination.
8. The Tenants did not provide an updated policy of insurance and the Landlord issued an N5 notice of termination served on the Tenants on November 16, 2025.
9. The Tenants did not provide the Landlord with proof of valid insurance within seven days after receiving the N5 notice of termination. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
10. The Landlord's Agent testified that as of the date of the hearing the Tenants had still not provided proof of insurance to the Landlord.

Analysis

11. The Divisional Court held in *Stanbar Properties v. Rooke* [2005] O.J. No. 6363 that the tenant's failure to provide proof of insurance coverage was a breach of consensual provisions of the tenancy agreement and that the tenant's refusals substantially interfered with the landlord's lawful rights acquired by it as a result of the agreement.
12. Based on the uncontested evidence of the Landlord, I find, on a balance of probabilities, that the Tenants are required by the tenancy agreement to provide the Landlord with proof of insurance and that the Tenants have not done so. As a result, the Tenants have substantially interfered with a lawful right, privilege or interest of the Landlord.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

14. The Landlord's Agent requested a conditional order requiring the Tenants to provide proof of insurance within 30 days.
15. The Tenants did not attend the hearing to provide any testimony or submissions with respect to their circumstances for consideration. I find the conditional order requested by the Landlord's Agent to be reasonable in the circumstances as it will give the Tenants an opportunity to rectify the insurance issue and maintain the tenancy.

16. 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 shall obtain tenant's insurance in accordance with the provisions of their tenancy agreement and provide proof of the insurance policy to the Landlord no later than July 3, 2026.
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.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before May 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

June 3, 2026

Date Issued

Sean Ramage

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.