



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-015037-26

In the matter of: 15 OCTOBER PL
BRAMPTON ON L6Y0R6

Between: MUNISH KUMAR BAJAJ Landlord
GEETA BAJAJ

And

Tanya Daley Tenant
Peris Dynia Gayle Boothe
Zakiyah Decari Morris Daley

MUNISH KUMAR BAJAJ and GEETA BAJAJ (the 'Landlord') applied for an order to terminate the tenancy and evict Tanya Daley, Peris Dynia Gayle Boothe and Zakiyah Decari Morris Daley (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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on June 11, 2026.

Only the first named Landlord attended the hearing.

As of 10:17 a.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 Landlord's evidence.

Determinations:

1. The application is about the Tenant not providing proof of tenant insurance to the Landlord as stipulated in the lease agreement, as well as a utility claim. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy, however conditional relief is granted based on the conditions set out below. The Landlord's claim for utilities is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Utility Claim under s. 88.2 of the Residential Tenancies Act, 2006 (the 'Act')

3. In the application, the Landlord is requesting \$352.92 in an unpaid water bill for the period starting September 16, 2025 up to December 19, 2025.
4. The Landlord presented into evidence a signed copy of the lease agreement between the parties which stated in section 6 that the Tenant is responsible to pay for the water bill. Based on the uncontested evidence before me, I am satisfied that the Tenant is responsible to pay for the water bill which is considered a utility under s. 2(1) of the Act.
5. The Landlord testified that the water bill is in the name of the first named Tenant and that on February 9, 2026, she got notification from the Region of Peel that the water bill was past due after inquiring about it.
6. At the hearing, the Landlord advised the current water bill is past due and the amount owing is \$478.72. The Landlord indicated that the Tenant must have made some payments towards the water bill since the application was filed, however the Landlord does not have access to any of the bills because they have not been reverted back on her property taxes. The Landlord did not provide into evidence any water bills, only the total amount owing. The Landlord has not made any payments towards the water bill.
7. Although I am satisfied that it is the Tenant's responsibility to pay the water bill, I am not satisfied that the water bill at this point is the responsibility of the Landlord as the bill has not been reverted back on her property taxes. I also do not have any copies of the water bills. As such, the utility claim is dismissed.

N5 Notice of Termination ('N5 Notice') for Substantial Interference

8. On January 26, 2026 the Landlord couriered the Tenant an N5 Notice with a date of termination of February 17, 2026. The N5 Notice is brought under section 64 of the Act for substantial interference, based on the allegation that the Tenant failed to provide proof of insurance in accordance with their lease agreement.
9. In clause 6 of the lease agreement, it stipulates that the Tenant shall provide proof of tenant insurance to the Landlord before September 16, 2025. Clause 11 also states that the Tenant shall have liability insurance at all times and should the Landlord ask for proof of coverage, the Tenant must provide it.
10. The Landlord says that she has asked for proof of insurance in a voice message on September 15, 2026, sometime in October 2026 in person, and January 26, 2026 in an email, and that the Tenant never provided any proof of insurance to the Landlord. According to the N5 Notice, on February 4, 2026, the Tenant admitted in an email she did

not have tenant coverage, and two days after that, the Tenant further responded that she would get that done as soon as possible as she was on sick leave.

11. The Divisional Court held in *Stanbar Properties v. Rooke* [2005] O.J. No. 6363:

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.

12. Based on the uncontested evidence before me, I am satisfied that the Tenant breached the terms of the lease agreement by not providing proof of tenant insurance to the Landlord, and as per *Stanbar* has substantially interfered with the Landlord's lawful rights, privileges and interests.

13. The Landlord incurred costs of \$186.00 for the application filing fee and is entitled to reimbursement of those costs.

Relief from Eviction

14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.

15. The Landlord is requesting an 11-day standard eviction order. The Landlord requires tenant insurance as protection incase anything should happen. The Landlord is not aware of any circumstances that support granting relief. The Tenant did not attend the hearing, therefore I did not have the opportunity to hear the evidence regarding the Tenant's circumstances.

16. While the Landlord has proven the allegations, I do not find it would be inappropriate to allow the Tenant an opportunity to obtain tenant insurance and provide proof to the Landlord within 30 days from the date of this order.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall obtain tenant's insurance in accordance with the provisions of their agreement and provide proof of the insurance policy to the Landlord no later than July 18, 2026.
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 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 also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 29, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 30, 2026 at 4.00% annually on the balance outstanding.

June 18, 2026
Date Issued

Paula West Oreskovich
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.