



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kingston & Frontenac Housing Corporation v Walsh, 2026 ONLTB 48875

Date: 2026-06-24

File Number: LTB-L-016076-26

In the matter of: 1, 28 CLIFF CRES
KINGSTON ON K7M1A8

Between: Kingston & Frontenac Housing Corporation Landlord

And

Natasha Walsh Tenant

Kingston & Frontenac Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Natasha Walsh (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.

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

Only the Landlord's Legal Representative, Nicola Diak and the Property Manager, Patricia Price attended the hearing.

As of 9:35 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, I find that it would not be unfair to grant relief from eviction provided that the Tenant meets the conditions set out in the order.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On January 22, 2026, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The notice of termination contains the following allegations: the Tenant has failed to provide the Landlord with confirmation that her annual tenant insurance has been renewed and is in good standing. Section 38 of the Tenant's lease sets out that the tenant insurance is mandatory and that it must be kept valid. Despite repeated requests, the Tenant has failed to provide a renewal of the tenant insurance.
4. Ms. Price testified that the Landlord sent multiple letters to the Tenant including August 12, 2025 and November 27, 2025 and she provided copies of same wherein the Tenant was requested to provide a renewal of this mandatory insurance.
5. Because the Tenant failed to respond to these letters, Ms. Price stated that she had conversations with the Tenant's support workers regarding the missing, mandatory tenant insurance. She stated that the Tenant is supported by multiple workers and that she ensured that the workers understood the importance of this documentation and that the failure to produce could result in eviction.
6. Ms. Price stated that despite the correspondence to the Tenant and her meetings with the Tenant's support workers, the Tenant has failed to provide the required tenant insurance. Based on the fact that this insurance is mandatory under the lease, the Landlord is seeking the termination of the tenancy.

Analysis

7. Section 64 of the *Residential Tenancies Act*, 2006 (the "Act") states that: A landlord may give a tenant a 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."
8. The uncontested evidence and submissions before me include that the Tenant has been provided with multiple letters reminding her to provide a copy of her renewal of her tenant insurance and she has failed to respond. Further, the Landlord met with the Tenant's support workers to request their assistance with the Tenant's requirement to produce her own valid tenant insurance and the Tenant has not complied.
9. Based on the uncontested evidence and submissions before me, and on a balance of probabilities, I am satisfied that the Tenant's failure to obtain this insurance has interfered with the Landlord's legal rights.
10. The Landlord also incurred the cost of \$186.00 to file this application and is entitled to the reimbursement of that cost.

Relief from Eviction

11. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy may be saved. The Landlord requested and I believe that it is appropriate in the circumstances that the Tenant be provided with 30 days from the date of this order to provide to the Landlord a copy of her valid tenant insurance. I am satisfied that the

Tenant should be afforded an opportunity to preserve her tenancy and that a conditional order would be appropriate.

It is ordered that:

1. The Landlord's application for eviction of the Tenant is denied as long as the Tenant meets the conditions set out below:
 - a) The Tenant shall provide a copy of her valid tenant insurance to the Landlord by July 24, 2026.
2. If the Tenant fails to comply with the condition set out in paragraph 1(a), 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 set out in paragraph 1 of this order.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before July 24, 2026 2025, the Tenant will start to owe interest. This will be simple interest calculated from July 25, 2026 at 4.00% annually on the balance outstanding.

June 24, 2026
Date Issued

Carrie Bertrand
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.