



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

Citation: 2491364 ONTARIO INC v Chittambalam, 2023 ONLTB 78162

Date: 2023-12-01

File Number: LTB-L-037130-23

In the matter of: 404, 1440 LAWRENCE AVE W
TORONTO ON M6L1B4

Between: 2491364 ONTARIO INC Landlord

And

Tharumaseelan Chittambalam Tenant

2491364 ONTARIO INC (the 'Landlord') applied for an order to terminate the tenancy and evict Tharumaseelan Chittambalam (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 November 16, 2023.

Only the Landlord's Agent, Olena Natarova, and the Landlord's Representative, Geoff Paine, attended the hearing.

As of 10:38 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. For the reasons below, I find that the Tenant has substantially interfered with a lawful right, privilege or interest of the Landlord.
2. The Landlord served a voidable N5 Notice of Termination ('N5 notice') alleging that the Tenant's behaviour has substantially interfered with another tenant's or the Landlord's reasonable enjoyment of the residential complex or lawful rights, privileges, or interests. The N5 notice was deemed served on March 24, 2023.

3. In the N5 notice, the Landlord alleged that the Tenant has failed to obtain insurance and has refused to provide proof of insurance to the Landlord.
4. On an N5 Notice of Termination, a tenant is afforded the opportunity to void the notice by correcting the offensive behaviour or stopping the activity within seven days of being served with the N5 notice. In this particular case, the voiding period was from March 25,

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2023 to March 31, 2023. The Landlord testified that the Tenant did not correct the problems within the time period set out in the first N5 notice of termination.

5. The Landlord testified that the Tenant is required to have insurance in place during the term of the tenancy agreement and that the Tenant is also required to provide proof of such to the Landlord. A copy of the tenancy agreement was submitted into evidence.
6. By failing to comply with the requirement to have insurance, the Tenant has substantially interfered with a lawful right, privilege or interest of the Landlord. The Divisional Court has held that the breach of a consensual provision in a tenancy agreement falls within the scope of section 64 of the *Residential Tenancies Act, 2006* (the "Act") and constitutes substantial interference with the Landlord's lawful rights (see the decisions in *Stanbar Properties Ltd. v. Rooke*, [2005] O.J. No. 6363 and *Morguard Residential v. Asboth*, 2017 ONSC 387).
7. Based on the uncontested evidence before me, I find that the Tenant has not obtain tenancy insurance or provide proof of tenancy insurance, contrary to the terms of the tenancy agreement.
8. The Landlord is not seeking a termination of the tenancy but rather a conditional order that the Tenant obtain the required insurance and provide proof within 30 days subject to section 78 of the Act.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. 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. **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 provide proof to the Landlord that they have purchased insurance for the rental unit, in accordance with the terms of tenancy agreement, no later December 31, 2023.
 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 *Residential Tenancies Act, 2006* (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 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 December 12, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 13, 2023 at 7.00% annually on the balance outstanding.

December 1, 2023

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Date Issued

15 Grosvenor Street, Ground Floor,
Toronto ON M7A 2G6

Vicky Liu

Member, Landlord and Tenant Board

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