



**Order under Section 78(6)
Residential Tenancies Act, 2006**

Citation: Bodnariuc v Sloss, 2023 ONLTB 67097

Date: 2023-10-05

File Number: LTB-L-030447-23

In the matter of: Unit B, 82 HIGH ST
BOWMANVILLE ON L1C3B4

Between: Marcio Bodnariuc Landlord

And

Kyle Sloss Tenant

Marcio Bodnariuc (the 'Landlord') applied for an order to terminate the tenancy and evict Kyle Sloss (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant failed to meet a condition specified in the order issued by the Board on April 11, 2023, with respect to application LTB-L-021238-22.

A hearing was held by videoconference on August 1, 2023, to consider this application.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Dan Schofield. The Tenant was represented by Carrie Aylwin.

Determinations:

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain conditions in the order.
2. The Landlord filed an application because the Tenant did not provide a copy of his insurance policy contrary to the previous LTB order.
3. The Landlord also alleges the Tenant breached the previous order by contacting the municipality. At the hearing, the Landlord's representative advised he is not pursuing this ground of the application. Accordingly, I make no determination on this issue. The Landlord is free to pursue this ground of termination in another application, subject to statutory compliance with the Act.
4. The sole issue for me to determine is whether the Tenant breached the order by not providing the Landlord a copy of his insurance.

The Breach

5. As explained below, I find that the Tenant did not meet the following conditions(s) specified in the order:
 - The Tenant did not provide the Landlord a copy of his insurance policy.
6. Even though the Tenant breached order LTB-L-021238-22, I find the tenancy may continue, subject to the terms of this order.
7. There is no dispute the Tenant's insurance policy expired April 11, 2023. The Tenant did not provide a copy of his renewal before April 12, 2023.
8. The Landlord filed this application April 14, 2023. On April 19, 2023, the Tenant e-mailed a copy of his insurance policy that was renewed January 25, 2023.

Analysis

9. The Tenant submits the previous order was not clear on when the proof of his insurance was to be provided to the Landlord. While it is true that the previous order did not specify a deadline as to when he had to provide the Landlord a copy of the policy, I do not accept the Tenants' interpretation of the previous order.
10. Paragraph 1 i) of order LTB-021238-22 says:

The Tenant will have insurance and will keep insurance for their duration of the tenancy. The Tenant will provide the landlord a copy of his policy once per year.
11. The Tenant renewed his insurance policy on January 25, 2023. No explanation was provided as to why he did not provide a copy of the policy at that time. Further, the Tenant was aware his policy expired on April 11, 2023. No explanation was provided as to why he did not provide the Landlord a copy of the policy at that time.
12. The Tenant knew when his insurance expired April 11, 2023. A reasonable person would understand he needs to provide a copy of his renewed insurance to the Landlord on or before this date. To interpret the previous order, entered into on consent, any other way would be absurd. It would make no sense for the Tenant to be able to provide a copy of his insurance at a random date of his choosing. That would be unreasonable, and contrary to the consent entered into by both parties. should not have taken an application to the Landlord and Tenant Board for the Tenant to comply with the consent agreement.
13. Given the foregoing, I find the Tenant breached order LTB-021238-22 by not providing the Landlord a copy of his insurance as required by paragraph 1 i) of the order.

Relief from Eviction

14. According to s. 83 of the Act when the Board hears an application for an order evicting a tenant, the Board must consider whether there are any circumstances that support granting relief from eviction.
15. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated, “to put

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somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue.” I find that the circumstances in this application do not rise to that level.

16. It should not have taken the Landlord to file an application with the Board to get the Tenant to comply with the previous Board order. However, the breach was not serious in nature. I find it does not warrant terminating the tenancy.
17. There was no harm to the Landlord as the Tenant was never without insurance. I find a conditional order requiring the Tenant to provide the Landlord a copy of his insurance sufficiently disposes of this application.
18. The Tenant will have a positive obligation to ensure he provides the Landlord with a copy of his insurance moving forward if he wishes to preserve the Tenancy.

It is ordered that:

1. Paragraph 1 i) of order LTB-021238-22 is cancelled and replaced as follows:
2. The Tenant shall maintain insurance, and not let it lapse, as required by the tenancy agreement.
3. On or before April 11, 2024, and on the 11th day of April each year thereafter, the Tenant shall provide a copy of his insurance renewal if he wishes to preserve the tenancy. This is a positive obligation on the Tenant. That means it is his responsibility to take all reasonable steps to ensure the Landlord receives a copy of his insurance renewal on or before the 11th day of April.
4. If the Tenant fails to comply with this order, the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant.
5. The balance of order LTB-021238-22 remains in effect.

October 5, 2023

Date Issued

Bryan Delorenzi

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.

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