



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105341-25

In the matter of: 30, 1600 BIRMINGHAM ST
CORNWALL ON K6H7A9

Between: Housing Services, City of Cornwall

Landlord

And

Tina Lauzon

Tenant

Housing Services, City of Cornwall (the 'Landlord') applied for an order to terminate the tenancy and evict Tina Lauzon (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; and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Housing Services, City of Cornwall (the 'Landlord') also applied for an order requiring Tina Lauzon (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

The application was heard by videoconference on March 31, 2026. The Landlord's agent Chantal Blanchard, the Tenant, and the Tenant's support person Lisa Lynn, attended the hearing.

At the hearing, the parties engaged in mediation. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The Landlord agrees to determine by April 2, 2026 if the driveway and exterior wall of the unit/residential complex have been adequately cleaned of paint by the Tenant. If the driveway and exterior wall have not been adequately cleaned, the Landlord agrees to hire a cleaning company to remove any remaining paint within 30 days.

2. The Landlord agrees to provide a copy of the cleaning invoice to the Tenant, within one week of receiving the invoice.
3. The parties agree that Tenant insurance is required at all times for a tenancy with the City of Cornwall Housing Service.
4. The Tenant agrees to work with her family and guests to reduce the level of noise emanating from her unit. The parties agree that if noise complaints are filed against the Tenant's unit, the Landlord may serve the Tenant with a new N5 for substantial interference resulting from excess noise.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. If the Landlord is required to hire a cleaning company to remove paint from the driveway and/or exterior wall of the unit or residential complex, the Tenant shall pay to the Landlord up to a maximum of \$400.00, or less, if a lesser amount is invoiced by the cleaning company hired by the Landlord. This amount represents the Landlord's out-of-pocket expenses that are the result of the Tenant's conduct.
3. The Tenant shall pay the amount set out in paragraph 2 or the amount specified on the cleaning company invoice if it is less than \$400.00, on or before June 30, 2026.
4. The Tenant shall obtain Tenant insurance by April 14, 2026 and maintain Tenant insurance until April 13, 2027.
5. The Tenant shall provide the Landlord with proof of Tenant insurance on or before April 14, 2026.
6. If the Tenant fails to comply with the conditions set out in paragraphs 2, 3, 4, or 5 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.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. If the Tenant does not pay the Landlord the full amount owing on or before August 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2026 at 4.00% annually on the balance outstanding.

April 13, 2026

Date Issued

Sandra Sabourin

Hearings Officer, 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.