



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-000133-26

In the matter of: 213, 550 NINTH ST E
CORNWALL ON K6H2V7

Between: Housing Services, City of Cornwall Landlord

And

Austin Lovejoy Tenant

Housing Services, City of Cornwall (the 'Landlord') applied for an order to terminate the tenancy and evict Austin Lovejoy (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 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.

The Landlord also applied for an order requiring 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.

This application was heard by videoconference on April 7, 2026.

Only the Landlord's Representative, Chantal Blanchard attended the hearing.

As of 1:30 p.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. Therefore, the tenancy shall be terminated pursuant to the terms of this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 4, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination by placing a copy of the document under the door of the Tenant's rental unit. The N5 Notice contained allegations of the Tenant substantially interfering with the Landlord's reasonable enjoyment and wilful or negligent damage caused by the Tenant. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
4. The Landlord's Witness, Robert Delorme (R.D.) is employed by the Landlord in the capacity of a case manager. His duties and responsibilities include unit inspections and tenant communications and relations.
5. R.D. testified that the Tenant occupied the rental unit on September 1, 2024. R.D. also testified that prior to occupying the rental unit, the Tenant signed off on a unit inspection checklist dated August 30, 2024. The checklist shows no issues in the unit, except for some minor countertop damage and a door closure that required updating or installation. A copy of this report was tendered as evidence by the Landlord.
6. R.D. testified that he inspected the rental unit on April 17, 2025, at which time he observed damage inside of the rental unit. The damage included but was not limited to multiple damaged doors with holes, and damaged door framing. The Tenant was notified of the Landlord's findings on April 22, 2025, by way of correspondence. A copy of the letter was tendered as evidence by the Landlord. The Landlord also tendered photographs of the damages claimed.
7. R.D. testified that the Landlord also forwarded the Tenant a letter regarding concerns received about the Tenant smoking inside of their rental unit. The letter also requested the Tenant to refrain from doing so. The letter was dated April 22, 2025, and was also tendered as evidence by the Landlord. R.D. also testified to having observed ashes, cigarette butts, and a glass smoking device (bong) in the Tenant's rental unit at the time of the inspection on April 17, 2025. The unit also smelled like smoke.
8. R.D. testified that the Tenant was forwarded correspondence dated August 11, 2025, regarding noise complaints received by the Landlord. The noise complaints consisted of excessive yelling, screaming, and banging items within the rental unit.
9. R.D. also testified that he observed additional damage within the rental unit on or about August 14, 2025. The additional damage consisted of multiple holes in the walls of the rental unit and additional doors that had been damaged, one of which was torn apart and laying on the floor off its hinges. The Tenant was sent a copy of an invoice for these damages on or about August 15, 2025.

10. The Tenant voided the first N5 notice by stopping his actions of smoking inside the rental unit, not causing any further noise disturbances, not causing any further damage to the rental unit, and paying the Landlord the amount sought in the notice for the cost of repairing the damages claimed by the Landlord.
11. On December 5, 2025, the Landlord gave the Tenant a second N5 notice of termination served by handing the documents directly to the Tenant. The notice of termination contains the following allegations that the Tenant has caused further damage within the rental unit and that damage was wilfully or negligently caused by the Tenant.
12. R.D. testified that he reinspected the rental unit on November 25, 2025, and observed further damage to the rental unit. The additional damage he observed included multiple dents in the fridge, a damaged sink, a damaged ceiling light fixture, and a damaged stove. The Landlord tendered photographs and invoices of the damaged items claimed.
13. R.D. testified that the Landlord had to replace the fridge at a cost of \$665.00. The ceiling light fixture was removed and left without a light, requiring replacement at a cost of \$100.00. The Landlord sought the cost of replacing the stove but could not confirm whether it was still functional. I am satisfied that the stove was damaged in the form of being dented. I find the amount of \$150.00 to be reasonable to repair the dent in the stove. I was not satisfied with the evidence of the sink being damaged.
14. R.D. also testified that since filing the Landlord's application, the Tenant has become more destructive and has caused further damage to the rental unit. The Landlord tendered photographs of the damage observed after filing of the Landlord's application.
15. The Landlord's Witness, Trinity Karelse (T.K.), testified that she is a resident living in the same building as the Tenant. T.K. testified that her unit is located within a near proximity of the Tenant's rental unit. She has lived in the rental property since August 2023.
16. T.K. testified that she has experienced many occasions on which her life is disrupted by excessive noise disturbances coming from the Tenant's rental unit. The noise disturbances generally include loud yelling, loud music, items being thrown around, banging on walls, and slamming of doors. She has called the Bylaw for noise complaints on at least one occasion and made several calls to the police department for assistance.
17. T.K. testified that the noise disturbances generally occur daily and have not gotten any better since the Landlord has filed their application to the Board. T.K. also testified that these noises substantially interfere with her ability to enjoy her living space in peace and quiet.
18. Based on the uncontested evidence, I am satisfied that the Tenant substantially interfered with other tenants' reasonable enjoyment by causing excessive noise disturbances. I am also satisfied that the Tenant has wilfully or negligently caused undue damage to the rental unit. The Landlord has incurred or will incur reasonable costs of \$915.00 to repair the damage and/or replace property that was damaged and cannot be repaired. This amount includes \$665.00 for the fridge, \$100.00 for the ceiling fixture, and \$150.00 for the stove repair.

19. The Tenant was required to pay the Landlord \$2,155.34 in daily compensation for use and occupation of the rental unit for the period from January 1, 2026, to April 7, 2026. The Landlord shall deduct from this amount, any amount received during the period of January 1, 2026, through to April 7, 2026.
20. Based on the monthly rent, the daily compensation is \$22.22. This amount is calculated as follows: \$676.00 x 12, divided by 365 days.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. There is no last month's rent deposit.
23. The Landlord was unaware of any reasons that the Board may be required to consider delaying or denying termination of the tenancy and sought the issuance of a standard order.
24. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 2, 2026.
2. If the unit is not vacated on or before May 2, 2026, then starting May 3, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 3, 2026.
4. The Tenant shall pay to the Landlord \$2,155.34, which represents compensation for the use of the unit from January 1, 2026, to April 7, 2026. The Landlord shall deduct from this amount, any payments received by the Tenant for the period of January 1, 2026, through to April 7, 2026.
5. The Tenant shall also pay the Landlord compensation of \$22.22 per day for the use of the unit starting April 8, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$915.00, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is \$3,256.34.
9. If the Tenant does not pay the Landlord the full amount owing on or before May 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 3, 2026, at 4.00% annually on the balance outstanding.

April 21, 2026
Date Issued

Ilan Shingait
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on November 3, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.