



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-013985-26

In the matter of: 214, 43 MATTHEW ST,
MARMORA, ON K0K2M0

Between: Hastings Local Housing Corporation Landlord

And

Melissa Inwards Tenant

Hastings Local Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Melissa Inwards (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

This application was scheduled to be heard by videoconference on May 27, 2026. On that date the parties agreed to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Rachael Kukoyi.

The Landlord's Agent, Andrew Murray, and the Tenant's Representative, Sharon Powell, participated in the mediation.

As a result of the mediation the parties requested a consent order, and I am satisfied that the parties understand the consequences of their consent.

The Parties Agreed That:

1. The application is amended to include in the Landlord's claim, damages owing in the amount of \$1,192.00 on page 3 and 6 of the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
4. The Tenant paid to the Landlord the amount of \$150.00 for damages done to the rental unit and is required to pay the outstanding balance of \$1,042.00.

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. For the next 12 months starting May 27, 2026:
 - a) The Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex will not allow any activity or permit any condition to exist in the rental unit that may create a fire hazard;
 - b) The Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex shall comply with the Landlord's Smoke-Free Policy which includes, but is not limited to, not smoking within the unit or on the balcony;
 - c) The Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex will not cause any disturbance or interference to other Residents or staff of the residential complex.
3. The Tenant shall pay to the landlord \$1,042.00, representing the outstanding balance for the cost of damage caused by a fire and includes hazmat cleanup, debris removal and stove replacement.
4. The Tenant shall pay the amount in paragraph 3 through a payment plan whereby the Tenant will pay the Landlord:
 - a) \$50.00 a month on or before the 1st day of each month, beginning June 1, 2026, up to and including January 1, 2028; and
 - b) \$42.00 on or before February 1, 2028.
5. If the Tenant fails to comply with the conditions set out in paragraphs 1 to 4 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.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application through a payment plan whereby the Tenant will pay the Landlord:
 - a) \$50.00 a month on or before the 1st day of each month, beginning March 1, 2028, up to and including May 1, 2028; and
 - b) \$36.00 on or before June 1, 2028.
7. If the Tenant does not make the required payment in accordance with paragraph 6 (a) and (b) of this order, the full amount owing under paragraph 6 of this order will immediately become due and owing to the Landlord and the Tenant will start to owe interest. This will be simple interest calculated from the date of breach at 4.00% annually on the balance outstanding.

June 3, 2026
Date Issued

Rachael Kukoyi
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.