



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

File Number: LTB-L-097855-25

In the matter of: 55 William St
Bleinheim ON N0P 1A0

Between: Krista Murphy Landlord

and

Terry Lyn Murphy Tenant

Krista Murphy (the 'Landlord') applied for an order to terminate the tenancy and evict Terry Lyn Murphy (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

Krista Murphy (the 'Landlord') also applied for an order requiring Terry Lyn Murphy (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 parties attended a hearing scheduled on January 22, 2026 by videoconference where the parties agreed to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Denise Hannivan.

The Landlord, the Landlord's Representative John Rennie, and the Tenant participated in the mediation. The Tenant received legal advice about this application.

As a result of the mediation, the parties requested an order on consent to resolve all matters related to this application, and I am satisfied that the parties understand the consequences of their consent, including waiving their right to a hearing on these applications.

Agreed Facts:

- 1) The application is amended to correct the Tenant's name to Terry Lyn Murphy and to correct the address of the rental unit to 55 William St., Bleinheim.
- 2) The application is also amended to remove the Landlord's request for damages. If the Tenant does not vacate the unit by March 31, 2026, the Landlord may reapply for the cost of the damages.
- 3) The current rent is \$600.00. It is due on the 1st day of each month.
- 4) The Tenant waives collection of an amount equal to one month's rent in respect of the N12 Notice of Termination.
- 5) There is no last month's rent deposit.
- 6) Prior to March 31, 2026, the Tenant will remove from the rental unit property:
 - a) All items in the carport;
 - b) The riding lawnmowers;
 - c) The three (3) structures on the property, namely the shed, the smoke house, and the large, covered structure;
 - d) The fencing;
 - e) The piles of lumber and firewood;
 - f) The piles of dirt and debris, excluding the compost pile;
 - g) All items inside the unit that did not come with the rental unit when the Tenant moved in, including the items in the enclosed porch.
- 7) The Tenant will pay in full all utility amounts for the rental unit for which she's responsible.

It is ordered on consent of the parties that:

1. The tenancy between the Landlord and the Tenant is terminated. **The Tenant must move out of the rental unit on or before March 31, 2026.**
2. If the unit is not vacated on or before March 31, 2026, then starting April 1, 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 April 1, 2026.

4. This order is in full and final settlement of this application.

January 28, 2026
Date Issued

Denise Hannivan
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on October 1, 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.