



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-093887-25

In the matter of: MFR LEASE FID016 GRANT LAKE - SOUTH SHORE
FIDDLER TOWNSHIP ON P0S1G0

Between: GRANT LAKE FOREST RESOURCES LTD. Landlord

And

JOSEPH KENNETH HANLEY SR. Tenant

GRANT LAKE FOREST RESOURCES LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict JOSEPH KENNETH HANLEY SR. (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 January 21, 2026. The Landlords' Agents, Ian Frazier and Kellie Frazier and the Tenant, Joseph Kenneth Hanley Sr, attended the Hearing. The Tenant did speak with duty counsel prior to 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. Leasing site is rented by the Tenant for recreational purposes.
2. All buildings, fixtures, structures, chattels, fences found on the leasing property have all been erected by and is the property of the Tenant.

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. The Tenant shall complete the following on or before June 30, 2026:
 - a) clear the leasing property, access roads to the property and surrounding lands of all waste materials, garbage, debris, slash, lubricants, fuel and litter,
 - b) remove the sunken boat and motor from the lake,

- c) all items as outlined in (a) and (b) will be disposed of at a ministry approved dump site,
 - d) the Tenant, the Tenant's guests or occupants shall not deposit, dump, leave or abandon any waste materials including debris, slash, lubricants, fuel, litter and rubbish on the leasing property, access roads to the property, surrounding lands, and the lake,
 - e) the Tenant shall repair, maintain and amend the chimney, windows and deck, as well as all buildings, fixtures, structures, chattels, fences and any other improvements deemed necessary to make the structures and building on the lease site structurally sound.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 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.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application, on or before March 10 ,2026.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from at 4.00% annually on the balance outstanding.

February 5, 2026
Date Issued

Pauline Brewster
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.