



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

File Number: LTB-L-100917-25

In the matter of: 1, 1101 COUNTY ROAD 16
JASPER ON K0G1G0

Between: BRENT HANN Landlord

And

DONALD FULTON Tenant

BRENT HANN (the 'Landlord') applied for an order to terminate the tenancy and evict DONALD FULTON (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.

Prior to the videoconference hearing on March 2, 2026 the parties elected to participate in Board facilitated mediation with the assistance of a Dispute Resolution Officer (DRO).

The Landlord, the Tenant's Representative, Trisha Simpson, and the Tenant participated in the mediation.

The parties agreed to resolve all matters raised in the application and requested an order on consent. I am satisfied that the parties understood the terms and consequences of their consent.

The parties agreed to the following terms:

- A. The Tenant acknowledges that they received compensation from the Landlord as required under section 48.1 of the *Residential Tenancies Act, 2006* (the "Act").
- B. There is no last month rent deposit on file.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on July 1, 2026.
2. If the unit is not vacated on or before July 1, 2026, then starting July 2, 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 July 2, 2026.'

4. The parties shall split the cost of moving, the maximum total of which will be \$2000.00, in the following way:
 - a) the Tenant shall pay 50% of the maximum total; and the Landlord shall pay the other 50% of the maximum total.
 - b) The Landlord shall reimburse the Tenant up to \$1000.00 only, which represents 50% of the moving costs.
 - c) The Landlord shall pay his 50% portion within 30 days of receiving the invoice from the Tenant.
5. If there is a breach in payment, the balance becomes due and payable immediately and simple interest will be calculated as per the *Courts of Justice Act* on any balance outstanding.

March 5, 2026
Date Issued

Monica Dairo
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.