



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-107859-25 (L1)
LTB-T-099722-25 (T6)

In the matter of: 18985 CHARING CROSS RD
BLENHEIM ON N0P1A0

Between: TERRA VISTA FARMS LTD. Landlord

And

DYLAN ALARIE Tenants
CARLEY BLUNN

TERRA VISTA FARMS LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict DYLAN ALARIE and CARLEY BLUNN (the 'Tenant') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed compensation for each day the Tenants remain in the unit after the termination date.

The Tenants also applied for an order determining that the Landlords failed to meet their maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards (T6 application).

The applications were heard by videoconference on March 3, 2026. The Landlord's legal representative Audrey Skinner, the Landlord Mike Sullivan, the Tenants, and Tenant Duty Counsel Jeff Wilkins attended 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 application LTB-L-107859-25 (L1) and the Tenant's application for maintenance LTB-T-099722-25 (T6). I was satisfied that the parties understood the terms and consequences of their consent, and specifically that the tenancy would terminate.

Agreed Facts:

1. The parties agreed to terminate the tenancy on April 2, 2026.
2. The parties agree that the rent arrears and costs owing to March 31, 2026 are \$12,000.00.
3. The Landlord agrees to waive all rent arrears, costs, and future rent for the duration of the tenancy.

4. There is no last month's rent deposit.
5. On the condition that the Tenants provide vacant possession of the rental unit to the Landlord on or before April 2, 2026, the Landlord agrees to compensate the Tenants in the amount of \$13,500.00.
6. On the condition that if the Tenants vacate the unit prior to April 2, 2026, the Landlord agrees to pay any balance of the compensation owing in paragraph 5 to the Tenants on the date that the Tenants provide vacant possession of the unit.
7. The parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenants do not have the option to void the order by paying the arrears and costs.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 2, 2026.
2. In exchange for vacant possession of the rental unit on or before April 2, 2026, the total amount the Landlord shall pay the Tenants is \$13,500.00.
3. The Landlord shall pay to the Tenants the amount set out in paragraph 2 in accordance with the following schedule:
 - Payment of \$6,750.00 on or before March 10, 2026; and
 - Payment of \$6,750.00 on or before April 2, 2026.
4. If the Tenants deliver vacant possession of the unit on or before April 2, 2026 and the Landlord does not pay the Tenants the full amount owing pursuant to paragraph 2 on or before April 2, 2026, the Landlord will start to owe interest. This will be simple interest calculated from April 3, 2026 at 4.00% annually on the balance outstanding.
5. If vacant possession of the unit is not given to the Landlord on or before April 2, 2026, then compensation pursuant to paragraph 2 above will not be owing or payable to the Tenants.
6. If vacant possession of the unit is not given on or before April 2, 2026, then the Tenants shall return any compensation to the Landlord that was paid to them prior to April 2, 2026 pursuant to paragraph 3. The Tenants shall return the compensation to the Landlord on or before April 3, 2026. If the Tenants do not return the compensation on or before April 3, 2026 they will start to owe interest. This will be simple interest calculated from April 4, 2026 at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before April 2, 2026, then starting April 3, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 3, 2026.

9. This order is in full and final settlement of all matters arising from the tenancy up to March 3, 2026.

March 13, 2026

Date Issued

Sandra Sabourin

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 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.