



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

**File Number:** LTB-L-079221-25

**In the matter of:** UNIT 3, 17 GARDEN STREET  
BROCKVILLE ON K6V2B8

**Between:** MARIA TRAKAS  
EVANGELOS TRAKAS Landlords

**And**

April Irving Tenant

MARIA TRAKAS and EVANGELOS TRAKAS (the 'Landlords') applied for an order to terminate the tenancy and evict April Irving (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

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

This application was heard by videoconference on December 15, 2025.

The Landlords' Legal Representative, Catheryn Stewart, the Landlords, the Tenant's Legal Representative, James Kafieh and the Tenant attended the hearing.

At the hearing, the parties consented to the following order.

**It is ordered on consent that:**

1. The Landlords and the Tenant agree to terminate the tenancy by April 30, 2026. The Tenant will provide a signed N11 to the Landlords on or before December 16, 2025.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlords 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 Landlords on or after May 1, 2026.

4. The Tenant may vacate the rental unit earlier than April 30, 2026 but the Tenant must give the Landlords a minimum 10-day notice.
5. Any possessions of the Tenant left behind after the end of the tenancy will be deemed abandoned and the Landlords will be allowed to dispose of them as they see fit.
6. The Tenant will continue to pay her full legal rent to the Landlords on or before the first of each month in the amount of \$804.52.
7. The parties agree that the Tenant's last month's rent deposit will fully cover the Tenant's last month's rent.
8. The Tenant will continue to pay \$200.00 (per month in addition to her full rent payment) to the Landlords on January 1, 2026, February 1, 2026, March 1, 2026 and April 1, 2026 to fully retire her arrears of rent.
9. If the Tenant ends the tenancy before April 30, 2026, then any portion of the last month's rent deposit that was not payable as rent may be taken by the Landlords to apply towards the remaining rent arrears. After said rent arrears are fully paid off, the balance of the rent deposit unearned by the Landlords as rent is to be refunded to the Tenant.
10. The Tenant agrees to not open her window greater than 6 inches.
11. The Landlords and the Tenant both agree to not harass anyone entering or exiting the units. They also agree to make their best efforts to avoid conflict with each other.

**January 5, 2026**  
**Date Issued**

---

Carrie Bertrand  
Member, 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 expires on November 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.