



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-082768-25 and LTB-L-097794-25

In the matter of: 1st Floor, 6 FRANKFORT AVE
NORTH YORK ON M6L2Y2

Between: Ana Melo Landlords
Herman Maiato

And

Ana Pereira Tenants
Edgardo Garcia

Ana Melo and Herman Maiato (the 'Landlords') applied for an order to terminate the tenancy and evict Ana Pereira and Edgardo Garcia (the 'Tenants') because:

- the Landlords in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year; and
- the Tenants or someone visiting or living with the Tenants have substantially interfered with the Landlords by wilfully or negligently causing damaged to the rental unit or residential complex.

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

These applications were mediated by videoconference on January 27, 2026. Paralegal, Julia MacDonald, attended with both Landlords. Paralegal, Cindy Imon, attended on behalf of both Tenants along with Tenant, Ana Melo. The parties reached a settlement and requested a consent order. I was satisfied the parties made informed decisions, understanding the terms and consequences.

General Information:

1. The Landlords served the Tenants with a Form N8/L2 Application (LTB-L-084500-25), which was previously resolved.
2. The Landlords served the Tenants with a Form N12/L2 Application for Landlords' own use (LTB-L-082768-25). Compensation was paid before the effective date on the Form N12 notice and Declarations were filed. The Landlords currently reside in the lower unit and will occupy the entire house.

3. The Landlords served the Tenants with a Form N5/L2 Application for damages (LTB-L-097794-25) in the amount of \$13,424.40.
4. The current monthly rent, due on the 1st of each month, is \$3,275.00. Per Diem: \$107.67.
5. To resolve all issues between the parties regarding the Form N12/L2 and Form N5/L2, the parties agree to terminate the tenancy, effective March 31, 2026, and waive the damage claim and application filing costs.
6. The Tenants agree on or before March 31, 2026, to: (1) voluntarily move out (2) leave the unit in a reasonable condition (3) remove all the personal belongings, including their own garbage and (4) return the unit key(s) to the Landlord (by hand delivery).
7. For information purposes only, the parties discussed the washing machine which is not currently working. The Landlord are actively taking steps to resolve the issue.

On consent, it is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated, effective March 31, 2026. The Tenants 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 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 Landlord on or after April 1, 2026.
4. If the Tenants have not vacated the unit on or before March 31, 2026, the Tenants shall also pay the Landlord compensation of \$107.67 per day for the use of the unit starting April 1, 2026 until the date the Tenants moves out of the unit.
5. This resolves all the issues, to date.

February 12, 2026
Date Issued

Shawn Hayman
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 expires on September 30, 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.