



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-080304-25

In the matter of: Upper Floor, 1884 LIVERPOOL RD
PICKERING ON L1V1W5

Between: Thomas Tzortzouklis Landlord

And

Trevell McDougall Tenant
Ava Senchak

Thomas Tzortzouklis (the 'Landlord') applied for an order to terminate the tenancy and evict Trevell McDougall and Ava Senchak (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;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenant has been persistently late in paying the Tenant's rent;
- the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 22, 2026. Before the start of the hearing the Landlord's Representative, Bryan Rubin, the Landlord, Amanda Laza, and the Tenant, Trevell McDougall and Ava Senchak, advised that the parties had reached an agreement.

The parties requested that Dispute Resolution Officer (DRO) Sumathi Dhanapal provide assistance in finalizing the terms and issue an order on consent to resolve all matters raised in the application.

Agreed Facts:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The Landlord agrees to not take any photos of the Tenants until the termination date.
3. The parties agree to communicate through the Landlord's Representative, Bryan Rubin, unless in the event of an emergency.
4. The Tenant shall ensure that the rental unit is leaves the rental unit in a broom swept condition.

5. The Tenant must leave behind the portable air conditioner, space heater and air purifier.
6. The Tenant has agreed to remove garbage, debris and vehicles by the termination date.
7. The Tenant and Landlord have agreed to communicate via text message for extended parking needs.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 1, 2026.
2. For the remainder of the tenancy Landlord and the Tenant continues if the Tenant meets the conditions set out below.
3. The Landlord shall waive the outstanding arrears of \$6,891.00, as long as Tenants vacate rental unit on or before March 1, 2026.
4. The Landlord shall be responsible for the water bills until the termination date.
5. The Tenant shall be responsible for any utilities (hydro and electricity) from May 15, 2025, to the termination date
6. The Tenant shall park in the designated parking spot at all times, unless dropping kids, unloading groceries and/or moving.
7. The Tenant shall allow the Landlord to inspect the unit on January 24, 2026, between 2 and 4 pm.
8. The Landlord shall waive all arrears of utilities of \$2,786.92, as long as the Tenants vacate the unit, on or before March 1, 2026.
9. The Landlord collected a rent deposit from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy for the period from February 1, 2026, to February 2, 2026
10. If the Tenant fails to comply with the conditions set out in paragraph 4, 5, 6, 7, 8, and 9 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.
11. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 1, 2026.
12. The Landlord shall compensate the Tenant a total of \$11,000 on March 1, 2026.
13. The funds will be directed via e-transfer to adepassio1998@gmail.com
14. If the unit is not vacated on or before March 1, 2026, then starting March 2, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

15. 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 March 2, 2026.

February 11, 2026

Date Issued

Sumathi Dhanapal

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 September 2, 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.