



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

File Number: LTB-L-086499-25

In the matter of: Unit 7, 66 ST. PAUL ST
ST CATHARINES ON L2R3M2

Between: Radar Property Management Inc. c/o Pitcare Holdings Inc. Landlord

And

FAISAL ALRUSHAIDAN Tenant

Radar Property Management Inc. c/o Pitcare Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict FAISAL ALRUSHAIDAN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was mediated by videoconference on January 5, 2026. Paralegal, Bruce Parson, attended along with the owner, Vito Caressa, the Property Manager, Christine Blanco and the Paralegal's Intern, Eunice Nathan-Osuchukwu. The Tenant attended. 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 and Agreed Facts:

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$27.95. This amount is calculated as follows: \$850.00 x 12, divided by 365 days.
5. The rent arrears owing to January 31, 2026 are \$6,870.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. The Landlord collected a rent deposit (LMR) of \$850.00 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 if the tenancy is terminated.
8. The parties agree to terminate the tenancy, effective February 1, 2026. The Tenant agrees, on or before February 1, 2026, to: (1) voluntarily move out of the unit (2) leave the unit in a reasonable condition (3) take all his personal belongings, including his own garbage and (4) return the unit keys to the Landlord at 2:00 pm. The Landlord will meet the Tenant at the unit to pick up the unit keys.
9. The parties agreed the Tenant owes the Landlord \$6,206.00 (\$6,870.00 arrears - \$850.00 LMR + \$186.00 costs). The Tenant will be ordered to pay the Landlord \$6,206.00 by February 1, 2026 subject to interest provisions commencing February 2, 2026.
10. For information only, the parties agreed on a payment plan. The Tenant plans to pay the Landlord \$6,206.00 by way of installments in the amount of \$350.00 per month, on or before the 1st of each month commencing February 1, 2026, by way of e-transfer to Vito Caressa, until the total amount is paid in full.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, effective February 1, 2026. The Tenant must move out of the unit on or before February 1, 2026.
2. If the unit is not vacated on or before February 1, 2026, then starting February 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 February 2, 2026.
4. If the unit is not vacated on or before February 1, 2026, then starting February 2, 2026, the Tenant shall pay the Landlord daily compensation in the amount of \$27.95 until he moves out of the unit.
5. The Tenant shall pay the Landlord \$6,206.00 comprised of rent arrears to January 31, 2026 (\$6,870.00) less the Last Months Rent deposit (\$850.00) plus the Landlord's filing cost (\$186.00).
6. If the Tenant does not pay the Landlord, the full amount owing (\$6,206.00) by February 1, 2026, he shall pay the Landlord daily compensation in the amount of \$27.95 until he moves out of the unit.

January 23, 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 August 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.