



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-079121-25

In the matter of: 1811, 47 THORNCLIFFE PARK DR
TORONTO ON M4H1J5

Between: Morguard NAR Canada Limited Partnership Landlord

And

Merfat Adnan Shehab Abdulkarim Tenant

Morguard NAR Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Merfat Adnan Shehab Abdulkarim (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 or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

Morguard NAR Canada Limited Partnership (the 'Landlord') also applied for an order requiring Merfat Adnan Shehab Abdulkarim (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on December 4, 2025. Before the start of the hearing the Landlord's Representative, Natalia Abiniakine, the Landlord's Agent, Zyra Orbillo, the Tenant, Merfat Adnan Shehab Abdulkarim, and the Tenant's Support, Karen Chong, 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.

Upon reviewing the terms of the consent with the parties, I am satisfied that the parties understand the terms and consequences of their consent.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$3,117.99 for damages incurred by the Landlord.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:
 - A. \$300.00 on or before the 22nd day of each month for a period of 10 months commencing December 22, 2025, up to and including September 22, 2026.
 - B. \$117.99 on or before October 22, 2026, to satisfy the arrears.
4. The Tenant's niece (Lausanne Adrube) shall not re-enter the unit of residential complex for the duration of the tenancy.
5. The Tenant, Tenant's occupants, and/or guests shall not vandalize, cause damages or create a nuisance on the residential complex, including but not limited to MJD Alwis, Husain Alwis and or Esrra Alwis.
6. If the Tenant fails to comply with the conditions set out in paragraph 2, 3, 4, and 5 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.

January 19, 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.

