



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-065779-25

In the matter of: TH10, 170 FAIRVIEW MALL DR
NORTH YORK ON M2J0G3

Between: Toronto Community Housing Corporation Landlord

And

JAN 09, 2026

Azimeh Shojaee Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Azimeh Shojaee (the 'Tenant') because:

- 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;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

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

This application was heard by videoconference on November 20, 2025.

The Landlord's Legal Representative Katarzyna Deptuch and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall continue subject to the conditions set out in this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 31, 2025, the Landlord gave the Tenant an N6 and N7 notice(s) of termination both deemed served on August 5, 2025. The notice(s) of termination contains the following allegations: That on April 1, 2025, the Tenant's son blocked a vendor who was testing fire safety equipment and assaulted him when tried to enter the rental unit.

4. An occupant of the Tenant's rental unit has committed an illegal act in the rental unit by assaulting the fire safety vendor on April 1, 2025.
5. An occupant of the rental unit has seriously impaired the safety of the fire safety equipment vendor by assaulting them on April 1, 2025. This conduct occurred in the residential complex.
6. Greg Chan a Community Safety Advisor for the Landlord testified at the hearing. He testified that he received a report of April 1, 2025, that the Tenant had attacked and tackled a victim within the rental unit which had caused the victim to suffer a sore back.
7. Jonathan (Jay) T also testified at the hearing. He is a Junior Fire Alarm Technician with Oakridge Building Solutions, who are a subcontractor for Toronto Community Housing. He tests and inspects fire alarms and other devices.
8. He testified that he attended the rental unit on April 1, 2025, and was allowed entry by the Tenant's mother. He was there to check the fire system speakers on the second floor of the unit. He testified that as he approached the stairs the Tenant's son came charging down the stairs towards him and hit him with the front of his body. He testified that he did not fall, however, he was pushed back and bumped into a counter. He testified that he did not seek medical attention, but the assault scared him. He testified that the Tenant's son was screaming obscenities at him during the assault.
9. He testified that he was wearing a badge when he first entered and confirmed that after the assault, he later returned to the unit to collect his keys.
10. Ron Culvin also testified at the hearing. He is a program supervisor for the Landlord. He testified at he had a conversation with the Tenant on April 1, 2025 wherein she expressed concern about the noise coming from the fire alarm system and speakers. He testified that he did not recall the Tenant informing him that her son had a disability.
11. The Tenant testified that her son has anxiety and is on medication, she testified that the fire alarms had been activating for 8 hours a day since March 27 2025 and this was worsening his condition. She testified that her son could not take the constant activation of the fire alarms.
12. The Tenant testified that she witnessed the interaction between Jay and her son. She testified that Jay asked her if he could go upstairs, and she told him he could not because her son was I'll. She testified that while her son and Jay interacted, they did not touch, and no assault occurred.
13. She testified that she was standing close to the entrance of the rental unit, approximately 5 feet or thereabouts away from the staircase. She testified that she was face to face with the vendor during his interaction with her son.
14. She testified that after Jay left she noticed that he had left his key and called him and he came back and retrieves them and she apologised for her son and explained that he was mentally ill.
15. She testified that the Landlord is aware of her sons' disabilities as they know that is why he gets disability. She testified that every year when she signs the lease, she indicates that

her son has a disability, but does not provide any medical information. She testified that he had told someone about persons disability every year, but no one took her seriously. She testified that every year on the lease renewal she writes down that her son has a mental disability.

16. The Tenant's son Amir Shssien Shojaee testified that he suffers from extreme obsessive-compulsive disorder and often experiences a buildup of anxiety which causes stress. He testified that while normally he could deal with things like fire alarms, on April 1, 2025 it had been activating for 7 or 8 hours and he did not want anyone to see him in his current state.
17. He testified that he was upstairs and heard the vendor entered and overheard his mother telling him not to come upstairs. He testified that he rushed downstairs and told the vendor not to come upstairs. He testified that he stopped 5 feet away from the vendor and did not touch him, however he did use profanity towards him and tell him to get out of the house. He testified that he did not go outside during the testing because of his disability and because the weather was poor that day.
18. He testified that he rushed down the stairs and stopped approximately 5 feet from the vendor, then took one or two steps calmy until he was two or three feet away from him. He testified that the vendor was behind his mother facing him directly, while his mother was also facing Jay
19. He did not recall mentioning to the Landlord that he had obsessive-compulsive disorder but testified that he had made them aware that he experienced mental health issue. He testified that there is a form that he filled out and that he also informed a superintendent for the Landlord.
20. He testified that he asked for a special accommodation during fire alarm testing, he testified that his mother went and spoke with a supervisor. He testified that he never asked the Landlord for an accommodation explicitly related to the resting of the fire alarm.

Analysis

21. On a balance of probabilities, I am satisfied that an occupant of the rental unit Amir Shssien Shojaee has both committed an illegal act and seriously impaired the safety of the Landlord's vendor within the rental unit.
22. I found the testimony provided by Jonathan (Jay) T to be credible, consistent and reliable and am prepared to accept that the occupant ran into him face first during the inspection while screaming obscenities.
23. Conversely, I did not find the testimony of the Tenant and the Tenant's son to be reliable. The Tenant testified that she was standing behind the vendor who was in front of the stairs, while the Tenant's son testified that his mother was between himself and the vendor with her back towards him.
24. Accordingly, I place greater weight on the testimony of the Landlord's witness than the Tenant and her son and accept that the assault occurred as described.

25. I am satisfied that charging at someone and colliding with their chest while using profanity constitutes both the illegal act of assault, and I also accept that this conduct seriously impaired the safety of the Landlord's vendor within the complex as he could have fallen or otherwise been harmed during the contact, which caused him to slip backwards into a counter.
26. While I am prepared to accept that the Tenant an occupant described themselves as persons with disabilities on their annual reports and declarations to the Landlord I am not satisfied that the Tenant or her son formally requested an accommodation from the Landlord with respect to the fire alarm testing. While the Tenant may have made a supervisor for the Landlord aware that the alarms were bothering her son, there does not appear to have been a request for accommodation made, and the occupant's own testimony was that no accommodation was request from the Landlord with respect to the fire alarm testing which matches the testimony of the Mr. Culvin who indicated that he did not recall the Tenant informing him that her son had a disability.
27. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
28. The Landlord's witness Jonathan (Jay) T testified that on November 14, 2025 he received a cease and desist letter at his home address from the occupant Amir Shssien Shojaee which referenced the assault and threatened legal action if he did not provide an apology for lying and defaming the occupant. It appears that this letter was sent to both the witness and the Landlord's Legal Representative he testified that he now considers his family to be at risk as a result of this letter.
29. I have considered both this letter, and the occupants actions on April 1, 2025 and find that it would be appropriate to grant relief from eviction subject to the conditions set out in this order.
30. The Tenant and her son have been residents of Toronto Community housing for 22 years and have lived in this rental unit for 5 years. Aside from this incident there does not appear to be any other history of misbehaviour or maleficence. While the letter to the witness and Landlord's Legal Representative is troubling, I do not agree that it indicates that the witness is in any danger or should have any fear for their safety, rather it appears to be the Tenant attempting assert their rights as they understood them to be with respect to the incident.
31. I also note that both the Tenant and the occupant are persons with disabilities, who are living on a limited income from the Ontario Disability Support Program, and I accept that they are likely to become unhoused if eviction is granted. In consideration of their circumstances, and the length of the tenancy I am satisfied that it is appropriate to allow the Tenant's an opportunity to maintain the tenancy by way of conditional order.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. From November 20, 2025, and for the life of the tenancy the Tenant and any occupants of the rental unit shall not assault any persons within the rental unit or residential complex.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 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.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00
6. If the Tenant does not pay the Landlord the full amount owing on or before January 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 15, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026

Date Issued

Reid Jackson

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.