



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-060075-25

In the matter of: 720, 75 DOWLING AVE
TORONTO ON M6K3G7

Between: Toronto Community Housing Corporation Landlord

And

Samia Mohamed Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Samia Mohamed (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 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 12, 2025.

The Landlord's Legal Representative Travis King, the Tenant's Agent Luisa Mosquera 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 and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N5 Notice of Termination- Substantial interference

On June 24, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on June 29, 2025, with a termination date of July 24, 2025. The notice of termination contains the following allegations:

- On or June 19, 2025, the Landlord provided the Tenant 24 hour notice to the Tenant for installation of Fire Alarms and Horns.

Landlord's Evidence

4. The Landlord called Ryan Sugram, who is the Program Supervisor with Toronto Community, who testified that, he has been employed with Toronto Community Housing for over ten years and had held his current position for approximately five years.
5. He is responsible for overseeing fire and life safety system, including alarms, speakers, and related infrastructure. The residential complex at 75 Dowling Ave has been identified by Toronto Fire Services as requiring upgrades to meet current fire safety requirements, including sound levels of 75 decibels at pillow level.
6. Mr. Sugram testified engineered drawings approved by the building department require the installation of additional horn/strobe devices in specific locations, including the hallway and each bedroom of the Tenant's unit. He confirmed that the Tenant's rental unit is the only remaining unit in the building where this work has not been completed.
7. He testified that Toronto Community Housing and its contractors have attempted to access the rental unit repeatedly since 2019, including issuing written 24-Hour Notices of Entry. He stated that the Landlord served the Tenant Notices of Entry dated June 19, 2025(posted June 18, 2025), and July 4, 2025 (posted July 3, 2025) were served, and access was refused by the Tenant on both occasions. Without access to the rental unit, he stated that the Landlord cannot complete the required work, cannot close the building permit, and risk enforcement actions and fines up to \$20,000.00 per day from Toronto Fire Services.
8. Lastly, Mr. Sugram testified that the work is necessary for life and safety, and failure to complete the work of installing fire alarms, creates a risk that the Tenant may not hear fire alarms or evacuate during a potential emergency.
9. The Landlord also called Camille Abraham, Supervisor with Tenancy Management at Toronto Community Housing, who testified that she manages tenancy issues and accommodation efforts for the building.
10. She testified and confirmed that the Tenant has consistently refused access to the rental unit for the required work. The Landlord made several accommodation efforts including offering the Tenant two alternative units outside normal transfer protocols, and offer to install a silencer device, at the Landlord's expense, which would allow the Tenant to temporarily silence the alarm for up to ten minutes. Which, the Tenant refused both transfer offers and refused the installation of the silencer.
11. Lastly, Ms. Abraham stated that the Landlord has exhausted all reasonable accommodation efforts available.

Tenant's Evidence

12. The Tenant testified that she believes the existing fire alarm in her unit is sufficiently loud. She stated that she has some concerns about the volume of the proposed fire alarm device, and it may impact her well-being.

13. She disputes the Landlord's evidence that she refused access, stating that she does not "refuse entries".
14. The Tenant raised concerns about the suitability and safety of the alternative units offered. The Tenant also testified that a second unit offered was located in an area she believed to be unsafe for herself and her son. She stated that concerns about neighbourhood safety were a reason for declining that offer.
15. I will note that during the hearing, the Tenant was given multiple opportunities by the Board to explain why she disagreed with the Landlord's proposed conditional order permitting access to install fire and life safety devices in the bedrooms, including the installation of a silencer device at the Landlord's expense.
16. The Tenant testified at length that she experiences physical and mental health challenges, including mobility limitations, anxiety, post-traumatic stress, and panic reactions to loud noises. She stated that she believes installation of fire alarm horns in the bedrooms would significantly impact her sleep and daily functioning, notwithstanding the availability of a silencer device.
17. The Tenant explained that she previously declined two unit transfer offers made by the Landlord. She testified that one unit was located in a townhouse configuration with multiple internal and external stairs, which she stated was unsuitable due to knee, shoulder, and arm injuries and lack of elevator access. She further testified that laundry facilities were located outside the unit, which she stated would be physically difficult for her.
18. Ms. Mohamed testified that she has medical documentation addressing her anxiety and trauma, including concerns related to fire alarms sounding in close proximity to sleeping areas. She acknowledged that she already has a fire alarm in the hallway, which she described as very loud, and stated that frequent building-wide alarms disrupt her sleep and exacerbate her anxiety.
19. During cross examination, the Landlord's Legal Representative Mr. King asked the Tenant whether she would permit the Landlord access to the rental unit to install the required fire and life safety devices in the bedrooms. After repeated clarification by the Board, the Tenant answered "No."
20. The Tenant was then asked whether she would permit access if the devices were installed together with a silencer. After repeated direction by the Board to answer the question clearly, the Tenant again answered "No."
21. On redirect, the Tenant reiterated that she opposed installation of the devices in the bedrooms, with or without a silencer, and stated that she would prefer either installation in the hallway only or a transfer to another unit.
22. The Tenant did not stop the conduct or activity or corrected the omission within seven days after receiving the N5 notice of termination. The Tenant's refusal to allow the Landlord to install the required fire and life safety device since 2019. This behaviour of refusing to allow the installation of life saving device continued after the 7-day voiding period, up to and including the hearing date. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Analysis

23. In closing submissions, the Landlord sought a conditional order requiring the Tenant to permit access to complete the fire and life safety upgrades, including installation of fire alarm horns in both bedrooms and a silencer device, and further requiring that the Tenant not interfere with entry or installation. The Landlord advised that it would seek relief under section 78 of the RTA in the event of a breach.
24. The Tenant opposed the conditional order insofar as it required installation in the bedrooms. She maintained that her health concerns justified either limiting installation to one bedroom, relocating the devices outside the bedrooms, or granting her additional time and options to transfer to another unit.
25. The Board advised the Tenant that it does not have authority to order the Landlord to deviate from fire code requirements or to install fewer devices than required by law. The Board further advised that it could not order a transfer in a manner that would place the Landlord in breach of its statutory obligations.
26. 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. Before releasing the parties, I confirmed with the parties I would not be considering eviction, as the conditional order balances the Tenant's circumstances with the Landlord's obligation under the Fire Code and the *Residential Tenancies Act*.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
 - The Tenant shall permit the Landlord access to complete the fire and life safety upgrades, including installation of fire alarm horns in both bedrooms and a silencer device.
 - The Tenant shall not interfere with entry or installation of the Landlord. The Landlord is required to provide the Tenant 24-Hour Notice of Entry.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 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.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before February 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 9, 2026 at 4.00% annually on the balance outstanding.

January 28, 2026
Date Issued

Anthony Bruno
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.