



Order under Section 69 Residential Tenancies Act, 2006

Citation: Concert Realty Services Ltd. on behalf of Concert Real Estate Corporation v
Hamidkohzad, 2026 ONLTB 11399

Date: 2026-02-06

File Number: LTB-L-107207-25

In the matter of: 1908, 20 SAMUEL WOOD WAY
ETOBICOKE ON M9B0C8

Between: Concert Realty Services Ltd. on behalf of Landlord
Concert Real Estate Corporation

And

Madina Hamidkohzad Tenants
Mustafa Mohammad Omarkhail

Concert Realty Services Ltd. on behalf of Concert Real Estate Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Madina Hamidkohzad and Mustafa Mohammad Omarkhail (the 'Tenants') because:

- the Tenants 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 Tenants, another occupant of the rental unit or a person the Tenants 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 13, 2026 at 9:45 a.m. The matter was stood down at 12:45 p.m. and resumed at 4:30 p.m.

The Landlord's agent Troy MacDonald, the Landlord's representative Katelyn Schoffer and the Tenants Madina Hamidkohzad and Mustafa Mohammad Omarkhail attended the hearing. Claudia Martin and Marlon Skeyers also attended the hearing as witnesses for the Landlord.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

The Landlord also brought a separate application against Jo-ann Julianna Went, tenant of rental unit 1303 in the same residential complex arising from the same incident. At the Landlord's request, and on consent of each Tenant, the matters were heard together. Although the evidence and findings are similar, this order relates only to the tenancy identified in this file. The Tenants were provided with the opportunity to cross-examine one another, and their relevant submissions are included within.

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. Therefore, the tenancy between the Landlord and the Tenants is terminated on February 28, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The rental unit is located within a large multi storey residential complex. There is a common entrance leading to a lobby located on the ground floor of the residential complex where there are elevators.

N6 and N7 Notices of Termination

4. On December 18, 2025, the Landlord gave the Tenant N6 and N7 notices of termination. The notices of termination contain identical allegations, as follows:
 - On December 11, 2025 at approximately 5:30 p.m., the Tenants were involved in a verbal and physical altercation with a tenant from another unit, Ms. Jo-ann Went and her daughter, Ms. Adina Edwards in the lobby area and elevator of the residential complex resulting in serious injuries; the Landlord alleged the Tenants behaviour rose to the level of seriously impairing the safety of other persons and an illegal act.

Landlord's evidence

5. Ms. Claudia Martin ("CM"), the on-site property manager for the Landlord, testified that on December 11, 2025, at approximately 5:30 p.m., she became aware of an altercation involving Jo-ann Went ("JW"), her daughter Adina Edwards ("AE"), and Madina Hamidkohzad ("MH") in the lobby and foyer area of the residential complex. Entered into evidence was an incident report (LL Ev. 1) and multiple video recordings (LL Ev. 2–5), taken by the on-site security cameras dated December 11, 2025, capturing portions of the altercation.

Incident #1 – Lobby and Foyer

6. CM testified that she did not witness the beginning of the altercation and that video footage shows a physical confrontation in the foyer involving JW, AE, and MH, including pushing and shoving. CM further testified that the video shows AE kicking MH once in the leg. CM testified that she did not observe JW assault anyone during this incident either in person or through her review of the video footage.

7. Marlon Skeyers ("MS"), a maintenance worker employed by the Landlord, testified that he arrived after the initial physical altercation had already occurred. MS further testified that he did not witness the beginning of the incident in person and only later reviewed video footage of the foyer altercation. He observed blood on the lobby floor.

Incident #2 – Elevator

8. CM testified that following the altercation in the foyer and lobby, MH entered the elevator and was subsequently joined by JW and AE. CM further testified that the parties were engaged in a verbal argument in the elevator, which escalated into a physical exchange, and that she observed that MH had visible blood on her face after the incident. Entered into evidence was video footage from inside the elevator (LL Ev. 6), taken by the on-site security cameras dated December 11, 2025, showing a physical altercation between the parties including AE striking MH several times with a cane.
9. MS testified that when he arrived shortly thereafter, he observed blood in the elevator and described it as a significant amount. MS testified that he did not personally witness the altercation inside the elevator.

Incident #3 – Lobby Altercation Involving Mr. Omarkhail

10. CM testified that following the incident in the elevator, the parties returned to the lobby area of the residential complex and for a brief period it was calm; however shortly thereafter, the elevator doors opened and Mr. Mustafa Omarkhail ("MO") exited the elevator and ran toward JW in the lobby area. Entered into evidence was video footage (LL Ev. 7), taken by the on-site security cameras dated December 11, 2025, showing MO exiting the elevator into the lobby and running towards JW. CM further testified that she observed MO slam JW into a window in the vestibule, causing JW to fall to the ground. CM testified that JW's face was bleeding. She further testified that AE ran toward her mother following the impact. CM testified that MO kicked AE. CM testified that she attempted to keep the parties separated until police arrived.
11. MS testified that upon arriving in the lobby, he observed MO yelling and attempting to reengage with JW and AE. MS testified that he physically restrained MO by bear-hugging him to prevent further escalation. MS testified that he observed blood in the lobby area and described it as being "all over the place."

Verbal and Racial Statements

12. CM testified that during a 911 call made between approximately 5:45 p.m. and 6:00 p.m., after MO exited the elevator, she heard MH make racially derogatory statements directed at JW and AE. CM testified that MH also made statements to the effect that JW and AE were "animals," "barbaric," and questioned why "your type of people" were allowed into the country. CM testified that she did not hear JW or AE use racial slurs.
13. MS testified that he heard MH make racially derogatory comments, including statements that JW and AE "belong in a zoo," and referring to them as "monkeys" and "baboons." And that he also heard MH use a derogatory sexual term directed at JW. MS testified that he did not hear JW or AE use racial slurs.

14. CM testified she does not feel safe working in the residential complex as a result of these incidents.

Tenants' Evidence

15. MH testified regarding the events of December 11, 2025 relying on video evidence (LL Ev. 2–8) her oral testimony and photographic evidence taken between December 11, 2025 and December 20, 2025 (TT Ev. 1–7).

Incident #1 – Lobby and Foyer

16. MH testified that she was returning home on December 11, 2025 and that she observed JW and AE attempting to open the door, was about to offer assistance when the door opened and that she helped open the door for JW.
17. MH further testified that JW questioned why MH had not opened the door earlier and that JW then called her a “white bitch” and used other profanities. MH further testified that she asked JW why she was being aggressive, took out her phone; and after that AE pushed her and then MH pushed back in self-defence. MH testified that she was pushed again, felt attacked and disoriented, and that a male individual intervened.
18. During cross-examination, MH testified that the verbal altercation was initiated by JW and that the physical altercation was initiated by AE. MH testified that both JW and AE used racial slurs toward her that she felt she was the victim of a hate crime.
19. MH denied using racial slurs.

Incident #2 – Elevator

20. MH testified that she entered the elevator in an attempt to escape and reach safety where she called her husband telling him that two people were attacking her. MH further testified that when AE and JW followed her into the elevator, she felt confined and described the situation as forced confinement.
21. MH testified that AE and JW initiated the incident with verbal insults, which led to a physical altercation where MH submitted that she fought back in self-defence using her purse because it was “two on one.” MH further testified that she was struck in the head with a cane, resulting in bleeding after which she was pulled out of the elevator where the altercation continued.
22. During cross-examination, MH testified that she kicked JW’s bag in order to create space. as JW was holding her own bag while AE struck her with the cane.
23. MH denied making racial slurs during the elevator incident and denied using derogatory language.

Incident #3 – Lobby Altercation Involving Mr. Omarkhail

24. MH testified that after the elevator incident, JW produced an object described as an “8 ball” and held it in a manner that appeared threatening and that she feared she might be killed. MH testified that while this portion of the incident was not caught on camera this caused her to run away for safety into the lobby area.
25. MO did not deny running toward JW as captured on the video tape and testified that his actions were defending his wife from being further attacked by AE and JW.
26. MH testified that following the incident she went to the hospital. Entered into evidence were photographs taken by MH between December 11, 2025 and December 20, 2025, including images showing bruising on her left calf and left arm, a gash above her left eye with blood visible, stitches to her forehead, swelling and bruising to her right hand, hair loss consistent with hair being pulled and swelling around her eye (TT Ev. 1–7).

Evidence of Ms. Went

27. JW testified regarding the events of December 11, 2025. The Tenant relied on video evidence (LL Ev. 2–8), her oral testimony and documentary evidence including hospital records and photographs (TT2 Ev 3-5).

Incident #1 – Lobby and Foyer

28. JW testified that as she and AE were entering the residential complex, she had difficulty opening the door due to mobility issues and during the delay when she was attempting to open the door, MH who was entering the residential complex behind her, muttered a racial slur and asked whether JW was Jamaican.
29. JW further testified that insults were exchanged as the group was entering the residential complex and that MH acted aggressively and struck her. JW testified that she did not strike MH but observed both MH and AE engaging in a physical altercation and that she did not see AE kick MH but observed a kicking motion. During cross-examination, JW testified that AE was present as her guest and that she understood she was responsible for AE’s conduct.

Incident #2 – Elevator

30. JW did not deny following MH into the elevator, but testified that following the foyer incident, she soiled herself and wanted to enter the elevator to leave the area and return to her unit to change. JW further testified that while on the elevator MH called her husband on her cell phone and said words to the effect of “come and kill this nigger.” JW further testified that MH kicked her bag and that there was pushing and shoving in the elevator. JW acknowledged that she called MH “white trash.”
31. JW further testified that that she did not hit MH herself, but observed AE break her cane while striking MH with it in the elevator while she held MH’s bag.
32. During cross-examination, JW testified feeling afraid and believing her life had been threatened, she entered the elevator because events were happening quickly, she was not

thinking clearly, and ultimately just wanted to go upstairs. JW denied initiating physical actions in the elevator and that any physical actions on her part were in self-defence and that, due to the confined space of the elevator, she may have pushed or lunged at MH inadvertently.

Incident #3 – Lobby Altercation Involving Mr. Omarkhail

33. JW testified that after exiting the elevator, she asked Claudia Martin to call the police and shortly afterwards saw MO run out of the elevator towards her, pushed her into the glass, punched her twice, and kicked her twice. JW testified that she sustained five fractures as a result. Entered into evidence were University Hospital Records and post hospital instructions dated December 12, 2025 confirming fractures and injuries sustained by the Tenant (TT2 Ev. 3-4). Also entered into evidence were photographs taken by the Tenant on December 12-13, 2025 showing bruising to the eye, laceration above the eye, and a cut to the lip as well as further photographs supporting the Tenant's testimony about the severity of the injuries sustained (TT2 Ev. 5),

Analysis

N7 - Serious Impairment of Safety

34. Pursuant to section 66 of *the Act*, a landlord may give a tenant a notice of termination if an act or omission of the tenant seriously impairs the safety of another person, provided that the act or omission complained of occurs in the residential complex.
35. In order to be successful on this ground, the Landlord must establish that the effect of the Tenant's actions threatens the wellbeing or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others. In other words, the question to be answered is whether the tenant's actions put someone at serious risk of physical harm. Not every risk of physical harm to another will meet the test, as the impairment of safety must be serious.
36. To meet this test, actual injury is not required; conduct that reasonably causes fear or apprehension of harm is sufficient. I have considered in my analysis, *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 (CanLII) where the Divisional Court confirmed that serious impairment of safety includes both actual impairment and a real risk of impairment.
37. In this case, the evidence shows incidents in the residential complex where the Tenants engaged in aggressive and violent conduct directed at another tenant JW and JW's guest AE.
38. Specific to incident #1, video evidence (LL Ev. 4–5) corroborates the reciprocal physical engagement between MH, JW, and AE. While on a balance of probabilities I find MH's physical actions, endangered JW and AE's physical safety I do not find the actions rose to the level where the actions were enough to seriously endanger the safety of others in the residential complex. Ultimately this was a pushing and shoving match between the parties

where I find no serious physical injuries were sustained. Accordingly, it does not meet the test under section 66 of *the Act*.

39. Specific to incident #2, video evidence (LL Ev. 6) confirms the physical confrontation continued in the elevator. Here, it is clear that MH's actions were defensive as she was followed into the elevator by AE and JW. Further, the nature of her strikes on balance were largely as a result of being struck multiple times with a cane by AE. While MH does kick a bag in the elevator, I do not find this action, nor her physical strikes which in my view were defensive in nature, rose to the level of seriously impairing the safety.
40. Specific to incident #3, (LL Ev. 7) confirms MO's aggressive pursuit of JW almost immediately after stepping out of the elevator. JW testified that MO pushed her into a wall, punched and kicked her, and caused multiple fractures. I find JW's testimony persuasive. Her account is detailed, consistent, and corresponds with the report of injuries as well as the documentary photographic evidence.
41. CM's testimony corroborates JW's account of being physically assaulted by MO during this incident and I place significant weight on this evidence; she testified that she observed JW thrown into a wall by MO, with visible blood on her face, and that she intervened to separate the parties. Furthermore, MS testified that he arrived shortly afterward and observed significant blood throughout the lobby, describing it as "all over the place" which further supports the seriousness of the incident.
42. While JW testified that MO was holding an "8 ball," no video evidence or other witness testimony corroborates the presence of this object. As such, the reference to the "8 ball" is uncorroborated and does not form part of the basis for my findings.
43. MH further testified that she was pulled into the confrontation and engaged in defensive actions. Her testimony, together with JW's and the landlord witnesses, demonstrates that MH participated in the altercation in a manner that contributed to the ongoing risk of physical harm to JW.
44. In order to be successful in their application the Landlord does not need to prove that multiple iterations of conduct rose to the level of seriously impairing safety, only one. Therefore incident #3 clearly occurred within the residential complex and the combined actions of MO and MH in this incident – in particular the aggressive and violent actions of MO - seriously impaired others safety. The physical evidence, including the video footage of MO's aggressive approach and the corroborated observations of CM and MS, as well as the photographic evidence of JW's injuries, provides sufficient support for this finding. On the evidence, MO and MH's actions placed others at serious risk of physical harm. Accordingly, I find that this meets the test under section 66 of *the Act*.
45. While derogatory verbal statements were made, they are not determinative, of the serious impairment of safety. The focus is on the physical altercations, which as described above, satisfy the test under section 66 of *the Act*.

N6 – Illegal Acts

46. Under section 61 of *the Act*, a landlord may give a tenant a notice of termination if the tenant, in the residential complex, commits an illegal act or carries on an illegal trade, business, or occupation.
47. The Board has consistently held that a criminal charge or conviction is not required; the question is whether the conduct, on the civil standard of proof, constitutes an illegal act under any federal or provincial statute.
48. The evidence in this matter regarding MO's conduct - in particular MO's aggressive and violent actions towards JW in the lobby during incident #3 - constitutes assault under section 265 of the *Criminal Code*, occurring within the residential complex. It is also undisputed that MO was charged with assault by the police. On a balance of probabilities, I find the conduct satisfies the test under section 61 of *the Act*.

Relief from eviction

49. 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 postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of *the Act*.
50. The Tenant MO testified that the Tenants work full time and that after expenses, including paying approximately \$4,000.00 per month in rent and utilities there is not a lot of disposable income remaining to go towards a rent deposit for a new unit. Given work commitments, it would also be challenging to find a new unit given the rental market conditions in a short period of time.
51. The Landlord's representative submitted that any conditional order was inappropriate, given the seriousness of the incident. The Landlord's representative further submitted that any delay would only further prejudice the Landlord as the Landlord's agent CM testified she does not feel safe working in the residential complex.
52. After considering all the circumstances, I find that it would not be unfair to postpone the eviction until February 28, 2026. I find the delay will afford the Tenants with additional time to complete a housing search for an affordable and suitable unit in the community which is appropriate given the Tenant's circumstances, without significantly prejudicing the Landlord.

Daily compensation, NSF charges, rent deposit

53. Based on the monthly rent, the daily compensation is \$102.58. This amount is calculated as follows: \$3,120.00 x 12, divided by 365 days.
54. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

55. The Landlord collected a rent deposit of \$2,970.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$158.40 is owing to the Tenant for the period beginning June 10, 2023.
56. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated on February 28, 2026. The Tenants shall move out of the rental unit returning vacant possession to the Landlord on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 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 March 1, 2026.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$3,128.49 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
6. As the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$2,942.49 the Landlord is authorized to deduct from amount owing to the Tenant.
7. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
8. If the Landlord does not pay the Tenant the full amount owing on or before February 17, 2026, the Landlord will start to owe interest. This will be simple interest calculated from February 18, 2026 at 4.00% annually on the balance outstanding.
9. The Tenant shall also pay to the Landlord \$102.58 per day for compensation for the use of the unit to the date the Tenant moves out of the unit.

February 6, 2026
Date Issued

Greg Witt
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.

In accordance with section 81 of *the Act*, the part of this order relating to the eviction of the Tenant expires on August 29, 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.