



Order under Section 69 Residential Tenancies Act, 2006

Citation: Concert Realty Services Ltd., on behalf of Concert Real Estate Corporation v Went,
2026 ONLTB 11398

Date: 2026-02-06

File Number: LTB-L-107060-25

In the matter of: 1303, 20 SAMUEL WOOD WAY
ETOBICOKE ON M9B0C8

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

And

Jo-ann Julianna Went Tenant

Concert Realty Services Ltd., on behalf of Concert Real Estate Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Jo-ann Julianna Went (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 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, the Tenant Jo-ann Julianna Went and the Tenant's representative Epi Leibovitch-Opar attended the hearing. Claudia Martin and Marlon Skeyers also attended the hearing as witnesses for the Landlord.

The Landlord also brought a separate application against Madina Hamidkohzad and Mustafa Mohammad Omarkhail, tenants of rental unit 1908 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. Given the circumstances, the tenancy shall continue subject to the conditions below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is a two-bedroom unit modified to include accessibility features and 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 Tenant and her daughter, Ms. Adina Edwards were involved in a verbal and physical altercation with tenants from another unit, Ms. Madina Hamidkohzad and Mr. Mustafa Omarkhail in the lobby area and elevator of the residential complex resulting in serious injuries; the Landlord alleged the 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 running toward JW in the lobby area. CM 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.

Tenant's evidence

15. 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 (TT Ev 3-5).

Incident #1 – Lobby and Foyer

16. 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.
17. 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

18. 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."
19. 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.
20. 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

21. 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 (TT 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 (TT Ev. 5),

22. JW testified that following the incident, the police arrived and AE was charged with assault.

Evidence of Mr. Omarkhail and Ms. Hamidkhozad

23. 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 (TT2 Ev. 1-7).

Incident #1 – Lobby and Foyer

24. 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.

25. 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.

26. 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.

27. MH denied using racial slurs.

Incident #2 – Elevator

28. 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.

29. 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.

30. 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.

31. MH denied making racial slurs during the elevator incident and denied using derogatory language.

Incident #3 – Lobby Altercation Involving Mr. Omarkhail

32. 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.
33. 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.
34. 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 (TT2 1-7).

Analysis

N7 - Serious Impairment of Safety

35. 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.
36. 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.
37. 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.
38. In this case, the evidence shows the Tenant and the Tenant's guest, AE, engaged in aggressive and violent conduct directed at the MH, another Tenant.
39. 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 AE and JW'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*.

40. Specific to incident #2, video evidence (LL Ev. 6) shows that JW and AE followed MH into the elevator where the confrontation continued. The video shows that JW held MH's bag while AE struck MH with a cane multiple times. This is violent behaviour and caused serious physical injuries to MH. According to JW's own testimony, she admitted to pushing or lunging in response to MH's actions. On a balance of probabilities, I find JW's conduct, in combination with AE's blatant aggressive physical actions, seriously impaired the safety of MH. The video evidence as well as the photographic evidence of MH's injuries, provide sufficient support for this finding. Accordingly, I find that this meets the test under section 66 of *the Act*.
41. Specific to incident #3, JW testified that MO ran toward her in the lobby, pushed her into glass, and struck and kicked her. Video evidence does not capture the physical blows directly; however, CM and MS testified to observing JW's injuries and the aggressive behaviour of MO. Here I find the clear aggressor was MO and the Landlord led no evidence to show that JW or AE were responsible for seriously impairing the safety during this portion of the overall incident.
42. 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 #2 clearly occurred within the residential complex and the Tenant's conduct as well as the Tenant's guests' conduct – in particular AE striking MH with the cane - placed others in serious impairment of safety within the meaning of section 66. Therefore, based on the evidence before me, I am satisfied that the Tenant and the Tenant's guest AE, engaged in the conduct as detailed in the N7 Notice and, as such, has seriously impaired the safety of another person in the residential complex.
43. While derogatory verbal statements were made by both parties, these 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

44. 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.
45. 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.
46. The evidence in this matter JW's conduct, in combination with AE's aggressive violent action - in particular AE striking MH with the cane in the elevator - constitutes assault under section 265 of the *Criminal Code*, occurring within the residential complex. It is also undisputed that AE was charged with assault by the police following the incident. On a balance of probabilities, I find the conduct satisfies the test under section 61 of *the Act*.

Relief from eviction

47. 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*.
48. Section 83 of *the Act* requires that I consider all the circumstances in the case including the Tenant and the Landlord's situations to determine if it would be appropriate to evoke section 83 relief.
49. Termination of a tenancy is a remedy of last resort; where the landlord's interests can be protected, and a tenancy can be preserved, then the Board may grant conditional relief from eviction if in all the circumstances it would not be unfair to do so.
50. The Divisional Court has affirmed, on numerous occasions, that eviction is a remedy of last resort. To take just two examples:

Eviction should be ordered as a last resort after carefully considering Section 84 [now 83] of the Act (*Britannia Glen Co-operative Homes v. Singh*, cited in *Toronto Community Housing Corp. v. Thompson*, [2003] O.R.H.T.D. No. 145).

To put somebody out of their home must, in my view, call for clear and compelling circumstances that it is no longer possible for the arrangement to continue (*Langford v. Phipps*, [1992] O.J. No. 4184 (Ont. Gen. Div.)).

51. I find in this case that the Landlord's interests can be protected by ordering the Tenant's daughter to be prohibited from entering the residential complex and with further behavioural conditions placed on the Tenant. My reasons are below.
52. JW testified she has lived in the rental unit since June 1, 2023, a two-bedroom apartment that she occupies under an affordable housing subsidy. Her home has also been modified to accommodate her physical needs, including assistance from a personal support worker who sometimes sleeps over in the second bedroom to assist with daily living activities. JW further testified she is 59 years old and currently has no income, with only limited savings and access to tax credits. She previously received weekly income support payments (IRBs), which ceased approximately one year ago. JW relies on community support services, including food banks and non-profit agencies, to meet her basic needs.
53. JW further testified regarding her personal circumstances and ongoing health challenges, many which came as a result of a motor vehicle accident on December 29, 2021, for which she has undergone six surgeries. JW testified she continues to experience chronic pain, headaches, and reduced mobility, and has required hospitalization on five occasions since the accident. JW further testified she also has a history of hip pain, experiences anxiety, depression, and post-traumatic stress disorder, and attends regular physiotherapy and medical appointments. She uses a cane for mobility, occasionally requires a wheelchair, and relies on accessible transportation services, including TTC Wheel-Trans, to attend

medical appointments. Her recovery has been slow due to her age and the severity of her injuries.

54. Entered into evidence were letters from medical professionals and community agencies confirming that relocation would significantly disrupt her ongoing treatment, recovery, and access to essential supports. These include letters from her physicians, Dr. Osunsanya dated January 3, 2026 and Dr. Keon Kirlew dated January 9, 2026 (TT Ev 1-2), confirming her health conditions and physiotherapy requirements, as well as letters from Andrea Gutkowski dated January 8, 2025 and from Melissa Churi, and Eugenie Da Costa dated January 6, 2025 (TT Ev 6-8) highlighting the risks to her housing stability and mental health supports if she were required to relocate.
55. Given these circumstances, and pursuant to section 83 of *the Act*, I am satisfied that granting relief to JW is necessary to preserve her housing stability and ensure her access to medical care, personal support, and other essential services. The relief is conditional, taking into account the need to mitigate potential risks and ensure compliance with any directions outlined in this order.
56. In my view, while both JW and AE were responsible, AR played a larger role in escalating the aforementioned incidents. According to JW's testimony, AE is already prohibited from accessing the residential complex through parallel criminal proceedings. The conditional relief granted in this order reflect this mitigation factor and imposes a similar corresponding condition. I find that prohibiting AE from the residential complex, will reduce the likelihood of future incidents.
57. JW's age, ongoing injuries, physical limitations, lack of income, and reliance on specialized supports all weigh in favour of granting the conditional order. The Board finds that immediate eviction would place JW at significant risk of harm to her health and well-being and would likely disrupt her recovery and access to necessary supports. The conditional relief allows JW to remain in her unit while minimizing the prejudice to the Landlord insofar the conditions ought to maximize the outcome that the safety of all residents in the complex is maintained.
58. The conditional relief has also, in part, takes into account that the other tenants involved in the incident have been ordered to vacate the residential complex, thereby reducing the likelihood of recurrence and support in JW's safety in the continued occupancy.

Fees

59. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 or any guests of the Tenant shall not engage in any physical altercations, acts of aggression or threatening behaviour that may reasonably be expected to seriously impair the safety of another person at the residential complex or rise to the level of assault or another related illegal act for a period beginning February 7, 2026 for the duration of the tenancy.
3. The Tenant shall not permit the Tenant's daughter, Ms. Adina Edwards, in the residential complex for a period beginning February 7, 2026 for the duration of the tenancy.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 and 3 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.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 18, 2026 at 4.00% annually on the balance outstanding.

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.