



## **Order under Section 69 Residential Tenancies Act, 2006**

**File Number:** LTB-L-047742-25

**In the matter of:** 104, 4175 LAWRENCE AVE E  
SCARBOROUGH ON M1E4T7

**Between:** Toronto Community Housing Corporation Landlord

**And**

Ahmed Nur Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Ahmed Nur (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 December 9, 2025.

The Landlord's legal representative, L. MacPhee and the Tenant attended the hearing.

Roger Palmer and Neil Fiedtkou attended as witnesses for the Landlord.

### **Determinations:**

#### *Preliminary issue- Tenant's adjournment request*

1. The Tenant requested an adjournment so that he could have legal representation at the hearing.

2. The Tenant testified that he had a legal representative from a legal clinic but that it did not work out. He testified that he has a new representative not from a legal clinic but could not recall their name. He then testified that they were also from a legal clinic but could not recall which one. He testified that he has not signed a retainer for the new representative.
3. The Landlord was opposed to the adjournment request.
4. This matter was rescheduled on consent so that the Tenant could obtain legal representation on August 28, 2025. The Tenant has had ample time to obtain representation. As such, the request is denied.

*L2 application*

5. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy continues subject to the terms as set out below.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. On May 28, 2025, the Landlord gave the Tenant an N6 and N7 notice of termination with a termination dates of June 27, 2025. The notices of termination contain the following allegations:
  - On or about April 9, 2024 at approximately 1:25 p.m. The Tenant assaulted his partner. The Tenant was arrested.
  - On or about January 5, 2025 at approximately 7:21 p.m., The Tenant got into a physical altercation with their partner when his partner poured beer on him. The Tenant struck his partner with the beer can knocking them to the ground, then struck them multiple times. The Tenant then reached into their waist band and pulled out an unknown weapon and struck their partner multiple times. The partner was yelling "he has a gun". The Tenant was arrested.
8. PC Palmer testified on behalf of the Landlord. He testified that TPS received a call that reported a male and female screaming at each other. He arrived at the complex, and went to the door where the Tenant answered and said everything was fine and attempted to shut the door. PC Palmer testified that there were concerns for the safety of the female and they went into the unit. He testified that the female was lying on the bed and there were blood droplets on the floor and curtains. The female was intoxicated and not cooperative. The female made utterances that the Tenant had hit her and pulled her hair, she had a swollen lip and bruising on her chest and left bicep area. The Tenant was placed under arrest.
9. DC Fiedtkou testified on behalf of the Landlord. He testified that TPS received a call about a person with a firearm assaulting a female in the hallway. Upon arrival, the Tenant was in the hallway. He testified upon reviewing footage, the Female had poured a can of beer on the Tenant, the Tenant struck the female with a beer can multiple times. He testified that the Tenant pulled something out of his waistband and struck the female multiple times and then went into his unit. A imitation fire arm was located.

10. The Tenant did not challenge the testimony on cross-examination except to confirm that the firearm was an imitation firearm.
11. The Tenant testified that he was drinking a lot around the time of the incidents and his father had passed away between those times. He testified that on the incident in January 2025, he happened to see his ex-partner at the building, she was not there visiting him. He testified that the item in his waist band was a BB gun.
12. Based on the evidence before me, I am satisfied, on a balance of probabilities, that the Tenant has committed an illegal act in the residential complex and seriously impaired the safety of another person by physically assaulting his ex-partner on April 9, 2024 and January 25, 2025.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

*Relief from eviction*

14. The Tenant testified that he is on probation and part of that includes going to therapy for mental health issues and anger management. He testified that he has no interaction with his ex-partner since January 2025. The Tenant testified that he is confident that there will be no further incidents like the ones that the notices are based on.
15. The Tenant testified that he has lived in the rental unit for two years and the unit he lives in a rent geared to income unit. His rent is \$115.00 a month. He testified that his monthly income comes from Ontario Works.
16. The Landlord is requesting termination of the tenancy. In the alternative, the Landlord requested a conditional order with specific terms if the Board finds that a conditional order is appropriate.
17. 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 pursuant to subsection 83(1)(a) of the Act. I found the Tenant to be sincere and remorseful, and most importantly, committed to changing the behaviour that led to the issuance of the notices. It has been almost a year since the last incident occurred. As such, the tenancy shall continue subject to the terms set out below.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For a period of 24 months, the Tenant shall not commit assault or assault with a weapon on the 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. If the Tenant does not pay the Landlord the full amount owing on or before February 28 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

**February 9, 2026**

**Date Issued**

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Emily Robb

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.