



Order under Section 94.11(1) Residential Tenancies Act, 2006

Citation: Spirit of 1919 Housing Co-op Inc v Jamal, 2026 ONLTB 39617

Date: 2026-05-19

File Number: LTB-C-068343-25-SA

In the matter of: 30, 2 Bonaventure Drive
London ONTARIO N5V3Z7

Between: Spirit of 1919 Housing Co-op Inc Co-op

and

Ahmad Jamal
Mohammad Jamal Co-op Members

Spirit of 1919 Housing Co-op Inc (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Ahmad Jamal and Mohammad Jamal (the 'Co-op Members') because the Co-op Members failed to meet a condition specified in the order with respect to application LTB-C-065787-23.

The Co-op's application was resolved by order LTB-C-068343-25, issued on August 27, 2025. This order was issued without a hearing being held.

The Co-op Members filed a motion to set aside order LTB-C-068343-25.

This motion was heard by videoconference on October 8, 2025 and May 14, 2026.

Loryn Lux, the Legal Representative for the Co-op, Tanya Taylor ('TT'), Property Manager for the Co-op, Allison Darling, the Legal Representative for the Co-op Members, and the Co-op Member, Mohammad Jamal ('MJ'), attended on both hearing dates. The Co-op Member, Ahmad Jamal ('AJ'), attended the hearing on October 8, 2025 only. Carly Melvin ('CM') and Carrie Patterson ('CP') testified on behalf of the Co-op. Ead Jamal ('EJ') testified on behalf of the Co-op Members.

Determinations:

1. The Co-op filed a C2 application based on an N5C, which was resolved by way of order LTB-C-065787-23. The order contained the following conditions regarding the Co-op Members' behaviour:
 - a) The Co-op Members shall not yell, shout profanities, utter threats, and use harassing and/or derogatory language toward other members and/or co-op employees.

- b) The Co-op Members shall not engage in threatening behaviour.
 - c) The Co-op Members shall refrain from any indecent exposure and/or inappropriate states of dress in all common areas.
 - d) The Co-op Members shall not disturb the garbage and/or recycling bins to the point of causing a hazard to others.
 - e) The Co-op Members shall not discard garbage or needles on the grounds of the residential complex.
 - f) The Co-op Members shall not interfere with the property of other co-op members.
 - g) The Co-op Members shall not wield any objects as weapons and/or in a threatening manner.
 - h) The Co-op Members shall refrain from any excessive noise which interferes with the reasonable enjoyment of other co-op members.
2. The order provided that the Co-op could apply to the Board under section 94.11 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Co-op Members to terminate the occupancy and evict the Co-op Members if they failed to meet the conditions specified in the order.

Breach of the Order

3. In their application, the Co-op says that the Co-op Members breached the order in the following manner:

On July 18, 2025, Ahmad Jamal was seen wielding a metal bar in his hand after his windows in the complex had been smashed. There was a heated argument between Ahmad and his guest ("Ead") and the police were called. After guest Ead left, Ahmad was seen attempting to smash out his car windows as he was driving.

On August 3, 2025 at 10:53am, Mohammad Jamal was raging around the complex and yelling threats to people. As he walked by the Co-op office, he yelled "I'm going to watch everyone die" and when he was in front of another unit, he pointed at that Co-op member and yelled (you're next to die".

On August 11, 2025 in the early morning, Mohammad Jamal threatened another housing member. He called other housing member "a retard monster" and yelled that he was going to cut his head off. (sic)

4. AJ does not dispute that he broke two windows in his rental unit on July 18, 2025. He testified that he had been stressed out after not having his medication for 2 days. He testified that he did have an argument with his brother Ead, but he did not smash his car windows.

5. MJ testified that he is diagnosed bi-polar and receives regular injections to manage his symptoms. He testified that while he is aware of the allegations with respect to his behaviour on August 3 and 11, 2025, he does not recall doing or saying any of those things. He testified that he was experiencing withdrawal symptoms due to fentanyl withdrawal. He believes that it is possible that he may have said that he is going to watch everyone die because "isn't everyone going to die?" He testified that he would not have threatened anyone.
6. CP lives in the residential complex, next door to the Co-op Members. She testified that she heard the smashing of the windows on July 18 as they were smoking outside of their unit. When she went to get her phone to let the Co-op know what had happened, she heard the second window smash.
7. CM also lives in the residential complex. She testified that on August 3, 2025, she was awoken by MJ yelling profanities around the residential complex. She testified that he was yelling that he was going to cook and eat cats and dogs and that he would bomb the complex. She testified that while she was outside during the incident on July 18, 2025, she did not see anything, only heard the glass break.
8. Based on the evidence presented at the hearing, I am not satisfied that the Co-op Members breach the previous order.
9. On any application before the Board, the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of events is true. In this case that burden falls on the Co-op to establish that the Co-op Members breached the Board order by uttering threats, wielding any objects as weapons or otherwise engaging in threatening behaviour. Based on the evidence before me, I find that the Co-op has led insufficient evidence to establish that the Co-op Members breached the Board order.
10. The only evidence led by the Co-op in support of their allegation in the C4 application that AJ was wielding a metal bar, threatened a Co-op Member that they are the next to die, or that MJ called another Co-op member a "retard monster" is the declaration submitted in support of the C4 application. This evidence is, at best, hearsay evidence. However, it is more likely that his evidence is double hearsay, being that it is more likely that the Legal Representative for the Co-op received this information from the Property Manager, who heard it from another Co-op Member.
11. While hearsay evidence is admissible in proceedings before the Board, it must be weighed carefully to ensure procedural fairness. I am not satisfied that it was necessary for the Co-op to rely on the hearsay evidence. While TT states that other members fear retaliation if they testify, there was no evidence before me to suggest any reasonable basis for this or any reason that demonstrates retaliation

from these Co-op Members would be likely or possible. Given this, the Co-op Members effectively have no meaningful way to challenge the reliability or credibility of this evidence. I believe giving any weight to the Co-op's declaration would be extremely prejudicial to the Co-op Members as they are unable to test it.

12. Additionally, there are reasons to doubt the credibility of the statements made in the declaration. Particularly, it is curious to me that neither of the two witnesses for the Co-op that did testify at the hearing and confirmed that they were outside in the complex at the time of the incident on July 18, 2025 saw AM wielding the metal bar as stated in the declaration. I would have expected that at least CP, who was next door to their unit, would have witnessed this incident and provided oral testimony as to these observations.
13. While I accept MJ's testimony that he may have said that he is "going to watch everyone die", I am not satisfied that this meets the elements of the offence of uttering threats. There is nothing specific in the statement that gives a suggestion that he intends to cause death or bodily harm. While I heard oral testimony of other statements alleged to have been made on August 3, 2025, those statements are not plead in the C4 and are in fact completely different than the statements MJ was alleged to have been made and give cause to further doubt the Co-op's claims.
14. Although I also heard oral testimony with respect to excessive noise and use of profanity that may have amounted to a breach of the previous order, those allegations were not plead in the C4 application and therefore I cannot consider them in determining whether the Co-op Members breached the previous order as alleged in the C4 application. The Co-op cannot supplement their C4 application by introducing evidence at the hearing of additional breaches which were not plead in the original C4 application.
15. For the foregoing reasons, considering the totality of the evidence before the Board, I am not satisfied that the Co-op Members breached the previous order. This means that the Co-op Members' motion to set aside the eviction order must be granted.

It is ordered that:

1. The Co-op Members' motion to set aside order LTB-C--068343-25, issued on August 27, 2025, is granted.
2. The order is cancelled and cannot be enforced.

May 19, 2026
Date Issued

Candace Aboussafy
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.