



**Order under Section 21.2 of the
Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

Citation: Toronto Community Housing Corporation v Riyaleh, 2026 ONLTB 41542

Date: 2026-05-27

File Number: LTB-L-064415-25-RV

In the matter of: 104, 11 SULLIVAN ST
TORONTO ON M5T1B8

Between: Toronto Community Housing Corporation Landlord

And

Muna Musse Riyaleh Tenant

Review Order

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Muna Musse Riyaleh (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.

The application was resolved by order LTB-L-064415-25 issued on December 11, 2025.

On January 26, 2026 the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 27, 2026 interim order LTB-L-064415-25-RV-IN was issued, staying the order issued on December 11, 2025.

The request to review was heard on February 19, 2026, and granted by interim review order LTB-L-064415-25-RV-IN2 issued on February 25, 2026. The Landlord's application was directed to be heard *de novo* (anew).

This application was heard *de novo* by videoconference on April 15, 2026.

The Landlord's legal representative, Travis King ('TK'), the Landlord's agent, Camille Abraham ('CA'), the Landlord's witness, Julian Irani ('JI'), and the Tenant attended the hearing.

Determinations:

Merits of the Original Application

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy, but it is not unfair in all of the circumstances to grant relief from eviction, subject to conditions.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 10, 2025, the Landlord gave the Tenant an N6 notice of termination and an N7 notice of termination, deemed served on July 15, 2025. In the N6 notice, the Landlord alleges that the Tenant committed an illegal act in the residential complex, and in the N7 notice, the Landlord alleges that the Tenant seriously impaired the safety of another person in the residential complex.
4. Both the N6 notice and the N7 notice are based on the allegation that on June 8, 2025, at about 11:20 p.m., the Tenant had a guest over. The Landlord alleges that the Tenant became angry, threw the victim's shoes and cell phone causing the phone to break, attacked the guest with a knife, slicing her throat, threatened to kill to guest, and as the guest tried to escape, the Tenant kept slashing at the guest with a knife.
5. JI is a police officer with the Toronto Police Service, and was the lead investigator relative to the July 8, 2025 incident that is the subject of this proceeding.
6. JI presented as evidence a General Occurrence Report relative to this incident (DOC-7362562, pp. 4-6. JI said that although he was the lead investigator, this report was created by his colleague, and was based on the Tenant's guest's statement to other police officers when they attended after the June 8, 2025 incident, and the guest's sworn statement relative to this incident.
7. JI's evidence was that the Tenant and the guest were friends and they made plans to meet at the rental unit to socialize on June 8, 2025.
8. JI said that at the relevant time, the Tenant was experiencing relationship issues and wanted to talk about it. He said the Tenant paid for a taxi for the guest to visit her, and when the guest arrived, they consumed alcoholic beverages. At some point, according to JI, the conversation became heated and the Tenant accused the guest of speaking to her significant other.
9. As the tension escalated, JI said the guest wanted to leave and tried to gather her shoes. At this point, JI said the Tenant became angry and started attacking the guest. JI said the Tenant grabbed and threw the guest's shoes and phone, and eventually attacked the guest with a knife, causing injury to the guest's neck and face. He also said the Tenant bit the guest.

10. JI said that the guest was bleeding, and when she left the unit, the guest left a blood trail to the front entry where she escaped and a third party phoned police.
11. JI said the Tenant was charged with numerous criminal offences including Mischief/damage to property not exceeding \$5,000.00 (ss. 430(4), *Criminal Code*, RSC 1985, c C-46 ('*Criminal Code*')); Uttering Threats to cause death or bodily harm (ss. 264.1(1)(a), *Criminal Code*); Attempted Murder (ss. 239(1), *Criminal Code*); Assault with a Weapon (ss. 267(a), *Criminal Code*); and assault causing bodily harm (ss. 267(b), *Criminal Code*).
12. JI's evidence was that the Tenant has a propensity toward violence. When asked about this on cross-examination, JI said that there have been actions that would indicate the Tenant would act out in a violent manner. He said the Tenant has had previous police interactions, but he did not have the specifics of those previous interactions with him.
13. The Tenant's evidence was that when her guest arrived on June 8, 2025 she was cooking, and was in and out of the kitchen. The Tenant said her guest had phoned the police on the Tenant's friend, the police attended and left when the Tenant said the friend was not there. The Tenant told her guest to show the Tenant her phone, and when the Tenant saw that the guest had phoned police, she got upset. The Tenant said her guest yanked at the phone, and it fell and cracked.
14. The Tenant said she walked back toward the kitchen, but the guest followed her and started banging her on the counter. The Tenant said she could not get away, so she grabbed a kitchen knife to get the guest away from her. The Tenant said she turned around and her guest's neck was bleeding, so the Tenant went and got a towel, but the guest ran out of the unit. The Tenant said she then just sat down until the police attended and she was arrested.
15. Although JI was a credible witness, his evidence about what occurred was double hearsay. It was based on statements from the Tenant's guest that were made to other police officers. The sworn statement by the Tenant's guest was not presented as evidence. It is not clear what evidence presented by JI came from a sworn statement, and what did not. I must consider the evidence to have been based on unsworn witness statements.
16. The problems with granting an application evicting a person based on this type of evidence was described by the Divisional Court in *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083 (CanLII): see paras 29-36. In effect, the reliability of the substance of the evidence is impaired because JI did not witness the incident, and he did not even take the statements on which his evidence was based. The statements were taken by other officers. The reliability of the evidence is further impaired because the truth of the statements on which JI's evidence was based could not be tested on cross-examination.
17. While hearsay evidence is admissible before the LTB, in cases like this it must be given limited weight. As outlined above, JI's evidence was based on statements made by the guest to another officer. Hearsay evidence may be given more weight where the principles of necessity and reliability are satisfied, but I find that neither is satisfied in this case. The guest who witnessed the incident could have been summonsed to attend the hearing. There was no explanation why that witness was not, or could not be, present. The principle

of reliability is not satisfied, because the circumstances are not such that there is no concern about the truth of the statements made by the guest, and the truth and accuracy of those statements could not be tested by means other than contemporaneous cross-examination: *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083 (CanLII), paras 29-36.

18. The evidence was that the Tenant pled guilty to an offence involving the knife, and the other charges were withdrawn. No statement of facts relative to the guilty plea was presented as evidence.
19. This is the Landlord's application, and the Landlord therefore bears the burden of proof on a balance of probabilities. To prove something on a balance of probabilities, one must present sufficient clear, convincing, and cogent evidence to establish that it is more likely than not that something happened or a fact is true: *FH v. McDougall*, 2008 SCC 53 (CanLII), paras 44-46.
20. I cannot find that JI's evidence about the June 8, 2025 incident was convincing and cogent, because it was double hearsay evidence, as described above. This is not sufficient to prove the Landlord's version of events on a balance of probabilities.
21. Based on the Tenant's evidence, I find that she used a kitchen knife in a physical altercation with her guest. The guest's safety was actually seriously impaired, which is apparent given that she suffered injuries to her neck from the knife. The Tenant's conduct was also a foreseeable act that could have resulted in grievous bodily harm or death. The Tenant's conduct seriously impaired the safety of another person in the residential complex: *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 (CanLII), para 17.
22. I also find that the Tenant committed the serious criminal offence of assault with a weapon, contrary to ss. 267(a) of the criminal code, when she intentionally applied force to the guest with the knife: see ss. 265(1)(a) & 267(a), *Criminal Code*.
23. To justify the termination of a tenancy pursuant to a notice of termination alleging an illegal act, the illegal act must be serious. "Trivial illegality does not warrant termination":

"Unless the offence has the potential to affect the character of the premises or to disturb the reasonable enjoyment of the landlord or other tenants, the landlord in my view does not have the right to evict".

Samuel Property Management Ltd. V. Nicholson, 2002 CanLII 45065 (ON CA), para 29

24. This is a serious illegal act with the potential to affect the character of the residential complex.

Relief from Eviction

25. CA is an employee of the Landlord. She described the residential complex as being comprised of a three-story building and townhouses. She said this is a small, tightly knit community. She said she is familiar with the Tenant because of the June 8, 2025 incident.

26. CA said the Landlord does not condone violent crime in its residential complexes. She said this type of incident increases worry in the community, other residents feel unsafe, and wonder if they are free from violence.
27. The Tenant said that she regrets what occurred on June 8, 2025 every day. She said she is not a violent person, and poses no threat to anyone.
28. The guest involved in the June 8, 2025 incident does not live in the residential complex.
29. There was no evidence of any other incidents involving the Tenant before or after the June 8, 2025 incident. She said at the time she thought she was defending herself, but now feels ashamed of her actions.
30. The Tenant said that she is in bad health and is required to take insulin. She said she is already struggling and is trying to get her son back. Her son presently lives in a small apartment with Tenant's sister in a nearby building. The Tenant said her sister lives in a one-bedroom unit with her husband. She said she cannot live with her sister given the limited space, and that her sister is already "fed up" with having the Tenant's child in her small unit.
31. The Tenant's income is from ODSP, and she does not believe she can afford market rent for another unit if she is evicted. She said that if she is evicted, she would likely be rendered homeless. She said this would impair her ability to manage her diabetes, and she would not be able to get her son back.
32. I agree with TK's submission that the needs of the community take precedence over the needs of the individual: see *Swansea Village Co-operative Inc. v. Balcerzak*, 1988 CanLII 4844 (ON SC). I must, however, consider all of the circumstances, and determine if relief from eviction is warranted in light of the respective impacts on the Tenant and the Landlord (including the impact on the community in the residential complex).
33. I agree that even one incident of violence should not be tolerated, and the Tenant's conduct was not acceptable.
34. I must also consider the serious impact that eviction would have on the Tenant. I accept that she would likely be rendered homeless. I also need to consider the absence of any evidence of violence or any other problematic behaviour from the Tenant, aside from this single, isolated incident.
35. Taking into account all of the circumstances, including the Tenant's expressed regret and shame about this incident, I find it would not be unfair to grant relief from eviction, subject to conditions. The Tenancy will continue on the condition that the Tenant not engage in or permit any other person living with or visiting her to engage in any act of physical violence or any act or omission that seriously impairs the safety of any person in the residential complex, for the duration of the Tenant's tenancy.
36. Given the lack of any other problematic behaviour from the Tenant during the tenancy, her regret about this incident, I find that this conditional order effectively accounts for and balances the circumstances of the Tenant and the Landlord.

37. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Beginning immediately and for the duration of the Tenant's tenancy, the Tenant shall not:
 - a) Engage in, or permit any other person living with or visiting her to engage in, any act of physical violence toward any other person in the rental unit or residential complex.
 - b) Engage in, or permit any other person living with or visiting her to engage in, any act or omission which seriously impairs the safety of any person in 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 June 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 8, 2026 at 4.00% annually on the balance outstanding.

May 27, 2026
Date Issued

Mark Melchers
Member, Landlord and Tenant Board

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