



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

Citation: Muriel Collins Housing Co-Operative v Ahmed, 2026 ONLTB 36847

File Number: LTB-C-043681-25-RV

Date: 2026-06-05

In the matter of: 405, 79 RICHMOND ST E
TORONTO ON M5C3A6

Between: Muriel Collins Housing Co-Operative

Co-op

And

Ibrahim Ahmed

Co-op Member

Review Order

Muriel Collins Housing Co-Operative (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Ibrahim Ahmed (the 'Co-op Member') because:

- the Co-op Member or another occupant of the member unit committed an illegal act or carried out, or permitted someone to carry out an illegal trade, business or occupation in the member unit or the residential complex.
- the Co-op Member, another occupant of the member unit or a person the Co-op Member permitted in the residential complex seriously impaired the safety of any person and the act or omission occurred in the residential complex.

The Co-op also claimed compensation for each day the Co-op Member remained in the unit after the termination date.

This application was resolved by order LTB-C-043681-25 issued on November 10, 2025.

On November 17, 2025, the Co-op Member requested a review of the order and that the order be stayed until the request to review the order is resolved. The Co-op Member alleged that they were not reasonably able to participate in the proceeding.

On November 19, 2025, interim order LTB-C-043681-25-RV-IN was issued, staying the order issued on November 10, 2025.

This request was heard by videoconference on December 9, 2025, and May 5, 2026. The Co-op's Agent, D. McBride, the Co-op's Legal Representative, N. Ruby, the Co-op Member's support from Fife House, J. Clifford (JC), and Co-op Member attended both hearings. The Co-op's witness, N. Myers (NM), attended on December 9, 2025, and the Co-op's Agent, A. Lopez, and witness, R. Rodriguez, attended on May 5, 2026.

Determinations:

The Request

1. The Co-op Member alleged that he was not reasonably able to participate in the proceeding which terminated the occupancy of the member unit following a hearing on November 5, 2025.
2. After hearing the submissions of the parties, I am satisfied that the Tenant on November 5, 2025, had a medical issue which required him to visit the hospital. A letter from the Tenant's doctor dated November 11, 2025, states: *'This letter is to confirm that Ibrahim was in the emergency department of TGH on Nov 5th, 2025 due to a serious medical concern'*.
3. On the basis of the submissions made in the request, I am satisfied that the Co-op Member was not reasonably able to participate in the proceeding.

The Application

4. As explained below, the Co-op has proven on a balance of probabilities the grounds for termination of the occupancy. However, rather than termination as requested by the Co-op, the Co-op Member will be given an opportunity to continue his occupancy of the member unit subject to the conditions below.
5. As of the hearing date, the Co-op Member was still in possession of the member unit.
6. On May 12, 2025, the Co-op gave the Co-op Member an N6C and N7C notices of termination with termination dates of June 9, 2025. The notice of termination contains the following allegations: on April 19, 2025, the Co-op Member started a fire in the hallway of the fourth floor of the residential complex and threw items from his unit into the hallway. The Co-op Member was arrested as a result. The Co-op received multiple written complaints about the incident including reports that the Co-op Member, who appeared to be under the influence of an unknown substance, from midnight until about 8:00 a.m. in the morning, shouted aggressively, and banged on doors and walls, causing other residents to fear for their safety.
7. The Co-op's witness, NM who resides on the same floor as the Co-op Member, testified that she sent an email to the Co-op on April 21, 2025, detailing her fear for her family's safety as the Co-op Member intentionally started a fire and caused dense smoke in the hallway on April 19, 2025. NM had also observed the Co-op Member from her security camera going up and down the hallway and banging on doors, throwing items, and uttering profanities.
8. NM provided screenshots from her door camera which showed the police speaking with another resident; items left in the hallway including a scooter; visible burn marks on the carpet; and fire fighters who responded to the incident.
9. The Co-op's Agent/ Property Manager, DM, testified that she had a conversation with the Co-op Member on or about April 22, 2025, after he was released on bail. When DM informed the Co-op Member that the fire could have killed someone, the Co-op Member expressed embarrassment at his conduct.

10. On June 28, 2025, the Co-op Member's guest was observed removing and discharging a fire extinguisher on the fourth floor. The contents of the fire extinguisher could be observed on the floor and the door of the Member unit.
11. The Co-op Member's support worker, JC, testified that the Co-op Member has been with his agency since August 2025 and was embarrassed about his conduct. The agency referred the Co-op Member to a community psychiatric clinic, Rapid Access Addiction Clinic, and in December 2025, he was prescribed new medication.
12. JC further stated that the Co-op Member has a long history of trauma, mental health and addiction, and other health issues. The incident from April 19, 2025, was an example of a substance abuse psychosis. JC presented a letter from his manager at Fife House dated April 28, 2026, which detailed the Tenant's disabilities, including his gender identity, brain injury, history of addiction, and other health issues. Another letter dated April 27, 2026, from the Co-op Member's doctor, outlined the risks to his life and health if evicted.
13. The Co-op Member moved into the subsidized unit on October 1, 2021, and receives income from the Ontario Disability Support Program (ODSP).

Analysis

14. Based on all the evidence, I am satisfied that on April 19, 2025, the Co-op Member committed an illegal act by intentionally starting a fire in the hallway of the fourth floor. The Co-op Member's conduct seriously impaired the safety of the residents in the residential complex.
15. In *2276761 Ontario Inc. v. Overall*, 2018 ONSC 3264, the Divisional Court reiterated that serious impairment of safety includes both actual impairment and a real risk of impairment. The court endorsed the LTB's caselaw holding that it is not necessary that anyone has actually been hurt or injured and that a serious impairment of safety may include:
 - a. the potential for an outcome that has the risk of a substantial negative effect on a person's well-being;
 - b. a foreseeable act or omission that could result in or may result in a serious impairment to safety; and
 - c. extremely loud and intense arguments could easily result in violence and would be a safety hazard.
16. In this case, the Co-op Member caused a significant negative impact on the wellbeing of other residents in the residential complex by throwing items out of his unit, starting a fire in the fourth-floor hallway, engaging in extremely loud yelling, and repeatedly banging on doors and walls. The Co-op Member's conduct is unacceptable and although no physical injuries were reported, his actions demonstrate a serious risk to the safety of others in the residential complex.

Relief from Eviction

17. Subsection 2(1) of the *Human Rights Code* (Code) provides that everyone has the right to equal treatment with respect to housing, without discrimination because of race, ancestry,

place of origin, colour, ethnic origin, citizenship, creed (religion), sex (including pregnancy, gender identity), sexual orientation, age, marital status, family status, disability, or the receipt of public assistance.

18. The evidence demonstrates that the Co-op Member has several disabilities which entitles him to income from ODSP. I find on a balance of probabilities that the incidents from April 19, 2025, were related to the Co-op Member's disability.
19. Under the Code, a Co-op is required to accommodate a person with a disability, such as the Co-op Member, to a point of undue hardship. Here, I am not satisfied that the Co-op has accommodated the Co-op Member to a point of undue hardship. Irrespective of whether the Co-op had detailed information regarding the Co-op Member's disability, the knowledge of the existence of a disability is enough to trigger the duty to accommodate.
20. While the Co-op took the right steps by discussing the Co-op Member's conduct on April 19, 2025, they should have taken further steps. The Co-op should have obtained the permission of the Co-op Member to speak with his social worker or other support persons to better understand his needs and determine the best to support him.
21. In addition, the Co-op Member has resided in the subsidized unit for over four years and pays regular monthly housing charges of \$115.00. If evicted, the Co-op Member will be faced with increased housing expenses despite his limited income.
22. The Co-op Member has not engaged in conduct similar to the incident of April 19, 2025. He has since sought professional assistance and has been on new medication since December 2025.
23. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
24. I have considered all of the disclosed circumstances in accordance with subsection 94.12(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 94.12(1)(a) and 204(1) of the Act.

It is ordered that:

1. The request to review order LTB-C-043681-25 issued on November 10, 2025, is granted. The order cannot be enforced by the Landlord.
2. The interim order issued on November 19, 2025, is cancelled and replaced by this order.
3. The Co-Op Member's occupancy continues if the Co-op Member meets the conditions set out below.
4. For the remainder of the Co-op Member's occupancy, the Co-op Member or another occupant of the member unit shall not commit an illegal act or seriously impair the safety of any person in the residential complex. For specificity, the Co-op Member shall refrain from:
 - a. starting a fire within the Member unit or anywhere in the residential complex;
 - b. tampering with or vandalizing fire safety equipment, including fire extinguishers;

- c. engaging in aggressive screaming outbursts; and
 - d. causing safety concerns by banging on doors and walls in the residential complex.
5. If the Co-op Member fails to comply with the conditions set out in paragraph 4 of this order, the Co-op may apply under section 94.11 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the occupancy and evicting the Co-op Member. The Co-op must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Co-op Member.
6. The Co-op Member shall pay to the Co-op \$186.00 for the cost of filing the application.
7. If the Co-op Member does not pay the Co-op the full amount owing on or before June 16, 2026, the Co-op Member will start to owe interest. This will be simple interest calculated from June 17, 2026, at 4.00% annually on the balance outstanding.

June 5, 2026
Date Issued

Jitewa Edu
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.