



Order under Section 94.7 Residential Tenancies Act, 2006

Citation: John Fitzpatrick Steelworkers Housing Co-operative Inc. v Mazarei-Ghiri,
2026 ONLTB 46395

Date: 2026-06-18

File Number: LTB-C-042057-25

In the matter of: 510, 105 WELDRICK RD E
RICHMOND HILL ON L4C9Y9

Between: John Fitzpatrick Steelworkers Housing Co-operative Inc. Co-op

And

Pouya Mazarei-Ghiri Co-op Member

John Fitzpatrick Steelworkers Housing Co-operative Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Pouya Mazarei-Ghiri (the 'Co-op Member') because:

- the Co-op Member, another occupant of the member unit or someone the Co-op Member permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Co-op or another member of the Co-op or occupant of 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 has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Co-op Member, another occupant of the member unit or someone the Co-op Member permitted in the residential complex has wilfully caused undue damage to the premises;

This application was heard by videoconference on February 3, 2026 and May 25, 2026.

The Co-op's legal representative, A. Montgomery, the Co-op's agent, M. Winders, and the Co-op Member attended the February 3, 2026 hearing. G. Taylor, G. Braz, A. Duarte, and P. MacPherson also attended as the Co-op's witnesses.

Only the Co-op's legal representative, A. Montgomery and the Co-op's agent, M. Winders attended the May 25, 2026 hearing.

As of 9:48 a.m., the Co-op Member was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Co-op's evidence.

The Co-op Member attended the hearing at 10:14 a.m., however, the hearing had already concluded at that time. The Co-op Member stated that he had just woken up. The Co-op Member was advised that an order would issue.

It is determined that:

1. As explained below, the Co-op has proven on a balance of probabilities the grounds for termination of the occupancy. However, having considered all the circumstances, I find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order.
2. The residential complex consists of 181 units within an 8-storey building and includes a daycare located on the main floor. The residential complex is occupied by approximately 240 residents.

N5C Notice of Termination

3. On March 20, 2025, the Co-op gave the Co-op Member a first, voidable N5C notice of termination with a termination date of April 30, 2025. The notice of termination alleged both negligent damage and that the Co-op Member has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Co-op or another member of the Co-op or occupant of the residential complex. The following incidents were listed:
 - February 28, 2024 – The Co-op Member was yelling at Co-op staff and threatened to hurt someone. As a result, the Co-op called police.
 - April 1, 2024 – The Co-op received complaints advising that the Co-op Member was swearing and yelling all night within his rental unit and hallways of the residential complex.
 - April 4, 2024 – The Co-op Member blocked the Co-op's security camera.
 - February 20, 2025 – The Co-op received complaints of the Co-op Member yelling in his unit. Police and mental health care workers attended the unit, but the Co-op Member refused to open the door.
 - February 25, 2025 – A Co-op resident called police as a result of the Co-op Member's continuous yelling.

- March 12, 2025 – A Co-op resident called police as a result of the Co-op Member's constant yelling. More specifically, the Co-op Member yelled out "I'm going to blow up the apartment" and was throwing items off the balcony. Police attended the unit breaking down the unit door as the Co-op Member did not answer as he was not home.
4. The Co-op Member voided the first N5C notice of termination in accordance with section 94.5(4) of the *Residential Tenancies Act, 2006* (Act).
 5. Therefore, the Co-op was allowed to give the Co-op Member a second, non-voidable N5C notice of termination under paragraph 11 of section 94.2 of the *Residential Tenancies Act, 2006* (Act).
 6. On May 22, 2025, the Co-op gave the Co-op Member a second N5C notice of termination with a termination date of June 13, 2025. The ground for termination in the two N5C Notices is the same. The second notice of termination alleges that on April 28, 2025, at approximately 12:00 p.m., the Co-op's maintenance staff observed the Co-op Member screaming outside the building and piling debris against the wall of the building. When approached by the Co-op's staff, the Co-op Member responded with "F*** off".
 7. Melissa Winders (MW), the Co-op's property manager, Gisela Braz (GB), a resident of the Co-op, Allen Duarte (AD), a previous resident of the Co-op and Grant Taylor (GT), the Co-op's maintenance staff, all provided testimony with respect to the allegations claimed on the N5C notices.
 8. The Co-op Member disputes the allegations made by the Co-op and submits that the Co-op is making false accusations against him.
 9. The Co-op Member testified that on April 28, 2025, he had rented a u-haul to bring items into his unit and that he lost his balance with a garbage bag and everything fell out of the bag. The Co-op Member testified that he was not piling items outside of the property. No documentary evidence such as photographs or U-Haul receipt rentals were submitted into evidence.
 10. With respect to the yelling and screaming accusations, the Co-op Member testified that he has been sending noise complaints to the Co-op on numerous occasions, however, the Co-op has ignored his complaints. The Co-op Member testified that he e-mailed the Co-op on February 9, 2020, addressing noise concerns coming from the neighbour above him, such as someone walking in heels and the continuous dropping of heavy objects. The Co-op Member acknowledged that the Co-op responded on February 14, 2020, advising that they would address the issue with the above resident but also requested concrete evidence, such as audio or video recordings to confirm that the noise was coming from the above resident.

11. The Co-op Member further relied on noise complaint e-mail concerns sent to the Co-op on March 14, 2021, and, April 5, 2021. The Co-op Member alleges that these complaints went unanswered. The Co-op Member testified that he sent proof of the noise concerns by e-mail to the Co-op but that the Co-op advised that the videos were never received. The Co-op Member did not upload any audio or video recordings with respect to the alleged noise.
12. The Co-op Member testified that as a result of his e-mail complaints going unanswered, he decided to take a more direct approach and attended the Co-op's office on February 28, 2024, to personally address the concerns. The Co-op Member testified that MW refused to communicate with him and instead called police for assault.
13. The Co-op Member testified that he was arrested for assault and subsequently detained in a mental health facility against his will after MW raised concerns of him hearing noises. The Co-op Member denied having any mental health conditions and testified that allegations that he suffers from schizophrenia are false and defamatory.
14. The Co-op Member testified that the 6th and 7th floor residents talk to him through the wall and cause noise. The harassment from the 6th and 7th floor residents are taking a toll on him because he can't sleep at night due to the noise. When asked as to why video or audio recordings were not submitted to support his testimony, the Co-op Member stated that his phone will not pick up the noise and that he has not been able to afford to purchase a recorder to capture the noise.
15. The Co-op Member testified that the noise complaints against him, is simply him trying to defend himself from the residents in the 6th and 7th floor that talk to him through the walls. The Co-op Member also takes the position that his next-door neighbours are mocking him through the walls and that he has a right to defend himself as it has been an ongoing issue for years.
16. The Co-op Member further testified that he was involuntarily hospitalized from approximately mid-October 2025 to mid-November 2025 after concerns were raised regarding his mental health. The Co-op Member testified that he was prescribed antipsychotic medication during his hospitalization and that he does not accept the diagnosis of schizophrenia that was made.
17. The February 3, 2026 hearing concluded at approximately 5:39 p.m., at the end of the Co-op Member's testimony. The Co-op Member did not attend the May 25, 2026, hearing, as a result, the Co-op did not have an opportunity to cross examine the Co-op Member.
18. Based on the evidence before me, on a balance of probabilities, I find it more likely than not, that the Co-op Member has substantially interfered with the

reasonable enjoyment or lawful right, privilege or interest of the Co-op or another member of the Co-op or occupant of the residential complex.

19. The Co-op Member did not dispute causing noise, such as screaming and yelling. Instead, the Co-op Member takes the position that he is simply defending himself from his neighbours and the residents on the 6th and 7th floor that harass him through the walls. The Co-op Member did not submit any audio or video evidence to support his position that he is simply responding to the alleged harassment caused by his neighbours.
20. The Co-op Member testified that he has been diagnosed with schizophrenia and prescribed antipsychotic medication. He also testified that he believes the residents on the 6th and 7th floor communicate with him through the walls and that his yelling is a response to those communications. While I accept that the Co-op Member genuinely believes that he hears voices through the walls, I am not satisfied that they exist. The Co-op Member did not provide any independent evidence, including audio or video recordings, to corroborate his belief that residents communicate with him.
21. I find that the Co-op Member's repeated yelling, screaming, and attempts to respond to the alleged voices have substantially interfered with the lawful rights, privileges, and interests of other occupants of the residential complex. Whether the Co-op Member's conduct is intentional is not determinative. The evidence establishes that the conduct occurred and substantially interfered with the reasonable enjoyment of other occupants.
22. I am also find that the Co-op Member's conduct in blocking the security camera substantially interfered with the Co-op's lawful rights, privileges, and interests. The Co-op Member did not dispute this allegation, and I accept the evidence concerning this conduct.

N7C Notice of Termination

23. On March 20, 2025, the Co-op gave the Co-op Member an N7C notice of termination with a termination date of April 30, 2025. The notice of termination alleges that the Co-op Member has seriously impaired the safety of a person and the act, or omission occurred in the residential complex, and that the Co-op Member has wilfully caused undue damage to the premises.
24. GB testified that she has been a resident of the Co-op for approximately 16 years. She currently occupies unit 410, below the Co-op Member. GB testified that on March 12, 2025, sometime between 9:40 p.m., and 10:00 p.m., her son was in his bedroom when he heard banging noise coming from the Co-op Member's unit above. Noise of what appeared to be hitting, and harassment was also heard, as a result, her son called police. GB is not aware of when police arrived at the unit and is unaware of what occurred after police arrived.

25. GB further testified that she went onto her balcony to smoke when she heard the Co-op Member clearly state "I know who called police, I'm going to blow this place up". GB testified that she also saw the Co-op Member throw something out of the balcony but was unsure of what it was. GB testified that she recognized the voice as she has heard the same voice for numerous years and that she assumes the voice belongs to the Co-op Member. GB testified that throughout the years, she has continuously heard the Co-op Member yelling and swearing with a possible female along with sounds of physical abuse.
26. AD, GB's son, testified that on March 12, 2025, he heard screaming and shouting coming from the Co-op Member's unit. AD could not recall the time, but believes it may have been between 11:00 p.m., and 12:00 a.m. He knows it was quite late as his brother was already asleep. AD testified that he went to the living room to get a better sound of what was occurring, and that his mother was also there and that they both heard violent sounds and arguments with a female coming from the unit above.
27. AD testified that he heard the Co-op Member state "I'll find who called police, I will burn this place down". As a result of the threat and continued violent noises, police were called. AD was unable to recall on whether he called police or if his mother had called, nonetheless, police attended the unit and took a statement.
28. AD testified that police raided the Co-op Member's unit, but he was no longer in the unit when police gained access.
29. MW testified that as a result of the threat to "blow up the building", police raided the Co-op Member's unit. The incident occurred after hours so she was not present, however, she received the information from on-call staff. MW testified that in the police raid, police broke down the door of the rental unit as the Co-op Member did not answer the door. Upon entry, it was determined that the Co-op Member was not home. MW testified that the cost to replace the unit door totaled \$4,452.27. The damages are not being sought by the Co-op, however, the Co-op takes the position that the damage to the rental unit's door occurred as a result of the Co-op Member's threat to blow the building up.
30. The Co-op Member denies the March 12, 2025 allegations. The Co-op Member testified that he came home from KFC but did not get any food, he had no milk and therefore became frustrated because he had nothing to eat. As a result, the Co-op Member stated that he left the unit at approximately 10:00 p.m. and went to the King Henry Bar. The Co-op Member asserts that he did not go into his balcony and denies making any threats to blow up the building.
31. The Co-op Member testified that police called his phone, asking where he was, he told them where he was and that he got assaulted by 3 police officers and was arrested on scene. He was advised by police that his unit was raided and that there was damage to the unit's front door and bathroom door. The Co-op Member asserts that he did not cause the damage as he was not home.

32. The Co-op Member testified that he was charged with resisting arrest as a result of that incident, but the charges were dropped on December 18, 2025 and that the charges related to damage to property are expected to be dropped in June 2026.
33. Section 94.2(1) of the Act provides that a cooperative may give a member notice of termination of occupancy in enumerated circumstances. The relevant circumstance here involves an act or omission of a member which “seriously impairs or has seriously impaired the safety of any person”.
34. The Divisional Court decisions in *Musse v. 6965083 Canada Inc.*, 2021 ONSC 1085 (CanLII) and *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 (CanLII) confirm that serious impairment of safety includes both actual impairment and a real risk of impairment. In other cases, the Board has held that it is not necessary that anyone has actually been hurt or injured and that a serious impairment of safety may include:
- (i) the potential for an outcome that has the risk of a substantial negative effect on a person’s well-being;
 - (ii) (ii) a foreseeable act or omission that could result in or may result in a serious impairment to safety; and
 - (iii) (iii) extremely loud and intense arguments could easily result in violence and would be a safety hazard.
35. Based on the evidence before me, on a balance of probabilities, I find that the Co-op Member seriously impaired the safety of another person and this conduct occurred in the residential complex. I accept the evidence of GB and AD that they heard the Co-op Member screaming and yelling and threatening to “burn” or “blow up” the building. Their testimony was clear, direct, and consistent. Although the Co-op Member denies making these threats, I prefer the evidence of GB and AD.
36. Applying the Divisional Court decisions in paragraph 34, I find that the Co-op Member’s conduct created a real risk of serious impairment to the safety of others. A threat to burn down or blow up a residential building has the potential to cause a substantial negative effect on the well-being and safety of occupants and constitutes a foreseeable risk of serious harm. I also find that the Co-op Member’s screaming and yelling, which caused other occupants to fear for their safety and resulted in an emergency police response, created a safety hazard within the residential complex. It is not necessary that anyone was actually injured. The evidence establishes that the Co-op Member’s conduct created a real risk of serious impairment of safety.
37. With respect to the allegation of wilful damage, while I find that the Co-op Member’s conduct resulted in a police response that ultimately caused damage to the rental unit door, I am not satisfied that the Co-op Member wilfully caused undue damage to the rental unit. It was uncontested that the Co-op member was

not present when police forced entry into the unit, and the damage was caused by the police rather than the Co-op Member. Accordingly, the claim for wilful damage is dismissed.

Relief from eviction

38. The Co-op requests termination of the occupancy as the residents of the Co-op live in fear.
39. MW testified that she was the Co-op staff Member confronted on February 28, 2024. Since the incident she no longer feels safe in the workplace and believes to be targeted by the Member. MW get's escorted to her car if she works long hours, seeing the Co-op Member in the hallways make her feel scared and uncomfortable. MW acknowledges that the Co-op Member has never threatened her directly.
40. MW testified that the Co-op has attempted to work with the Member. The Co-op has requested medical documents to assess possible accommodations the Co-op Member may require, however, none have been submitted by the Co-op Member. Prior to filing the application with the Board, the Co-op entered into a conditional behavioural agreement with the Co-op Member which was not complied with.
41. MW testified that as a result of the February 28, 2024 incident, a no trespass notice to the Co-op's office was given to the Co-op Member which has been complied with. However, MW testified that noise complaints of loud screaming have continued to come through, the most recent being December 30, 2025, and January 23, 2026. At the May 25, 2026 hearing, MW acknowledged that there have been no further complaints against the Co-op Member since January 23, 2026.
42. PM testified that she has been a resident of the Co-op for 35 years, she has no relationship with the Co-op Member. PM testified that she uses a scooter to get around. On August 19, 2025 she got into an altercation with the Co-op Member because she wanted to enter the elevator but he failed to move over to give her space, so she decided to wait for the next elevator, as a result, the Co-op Member started yelling at her and followed her to the Co-op office, police had to be called. PM testified that she is afraid of the Co-op Member. The Co-op Member acknowledges the incident took place and submits that the incident was an unfortunate event.
43. TG testified that he was a part of the Co-op's maintenance staff for a period of 2 years but left the Co-op in September 2025 to work at another location. TG testified that on April 28, 2025, the Co-op Member was observed irate throwing items. The Co-op Member got in TG's face in a threatening manner, yelling and screaming. TG submits that the Co-op Member is difficult to deal with on a good day and therefore believes that the Co-op Member is a danger to the elderly and individuals with a disability.

44. The Co-op requests termination of the occupancy with a short delay of 4-6 weeks if necessary. The Co-op's representative submits that if relief be granted, that certain conditions be imposed.
45. The Co-op Member requests that the application be dismissed. He has only wanted to defend himself from the residents that harass him through the wall. The Co-op member has resided in the rental unit for approximately 16 years. Prior to Covid he was a security officer, he has attempted to have discussions with the Co-op, but they have refused. The Co-op Member believes he is being targeted by the Co-op. If evicted, the Co-op Member request 30 days to vacate the unit.
46. I must determine if it would be unfair in all the circumstances to refuse eviction, delay eviction or grant some form of conditional relief from eviction.
47. The Co-op Member has been a resident of the Co-op for the last 16 years. It is evident that the Co-op Member suffers from a mental health issue which he refuses to accept. However, I note that there have been no additional complaints against the Co-op Member since January 2026. In the circumstances, in accordance with subsection 94.12(2) of the Act I 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. Issuing a conditional order will provide relief to other residents of the Co-op to feel safe within the residential complex.
48. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
49. There are no refundable deposits held by the Co-op.
50. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Co-op Member's occupancy continues if the Co-op Member meets the conditions set out below.
2. For a period of 12 months, the Co-op Member shall not:
 - a) Emanate loud noises from his unit, including yelling, screaming, swearing, or other disruptive conduct that disturbs other occupants of the residential complex.
 - b) Harass, threaten or yell at any individual within the residential complex or member unit, including Co-op staff.
 - c) Attend the Co-op office in person, unless in an emergency. All communication with Co-op staff shall be in writing to the Co-op office and shall not be addressed directly to the Co-op's Board members.

- d) The Co-op Member shall not tamper with the Co-op's security cameras as to obstruct the view of the security cameras within the residential complex.
3. If the Co-op Member fails to comply with the conditions set out in paragraph 2 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.
 4. The Co-op Member shall pay to the Co-op \$186.00 for the cost of filing the application.
 5. The total amount the Co-op Member owes the Co-op is \$186.00. The Co-op Member shall pay this amount to the Co-op.
 6. If the Co-op Member does not pay the Co-op the full amount owing on or before June 29, 2026 the Co-op Member will start to owe interest. This will be simple interest calculated from June 30, 2026 at 4.00% annually on the balance outstanding.

June 18, 2026
Date Issued

Mayra Sawicki
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.