



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

**Citation:** Rosebind Developments Limited v Jin, 2026 ONLTB 7175

**Date:** 2026-01-26

**File Number:** LTB-L-078941-25

**In the matter of:** 108, 30 CARABOB CRT  
TORONTO ON M1T 3N2

**Between:** Rosebind Developments Limited Landlord

**and**

Wei Jin Tenant

Rosebind Developments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Wei Jin (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 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 18, 2025.

The Landlord's agent Linda Greeley, the Landlord's legal representative Geoff Paine and the Tenant attended the hearing. The Landlord called Ponnampalam Ganeshnehtha as witness.

### **Determinations:**

1. The Landlord applies to terminate the tenancy based on an N6 notice of termination given under subsection 61(1) of the *Residential Tenancies Act, 2006* (the 'Act') alleging that the Tenant has permitted persons to commit an illegal act in the rental unit. Specifically, the Landlord alleges that the Tenant is allowing the rental unit to be used as an erotic massage parlour and has therefore permitted others to purchase sexual services contrary to subsection 286.1(1) of the *Criminal Code* (Canada) that provides:

**286.1(1)** Everyone who, in any place, obtains for consideration, or communicates with anyone for the purpose of obtaining for consideration, the sexual services of a person is guilty of \* \* \* an indictable offence.

2. The Landlord's witnesses tendered into evidence postings they had located on the internet advertising erotic massages for sale that are specifically linked to the rental unit because they contain its address. The witnesses also tendered into evidence testimonials from customers describing the sexual services they had purchased by responding to that advertisement. This hearsay evidence, in combination with the witnesses' direct observation, corroborated with photographs, that this one-bedroom unit has been partitioned into six separate spaces each with a bed and also the witnesses' direct observation that strangers come and go from the rental unit at all hours of the day and night, are sufficient to prove on a balance of probabilities that members of the public obtain sexual services for consideration at the rental unit.
3. The Tenant denies knowledge of what is happening at the rental unit. I reject these denials because I find there is sufficient of circumstantial evidence to allow the inference that the Tenant has direct knowledge of, or is wilfully blind to, how the rental unit is being used. He testified that he goes there once a month to collect the rent from the occupant and drops it off at the management office. He described in detail the background of the occupant and the occupant's travel plans suggesting he has intimate knowledge of the occupant which undermines his assertion that he has never been inside the rental unit and therefore has no knowledge of its layout or what it's being used for.
4. Therefore I find on a balance of probabilities that the Tenant knows, or is wilfully blind to, the fact that persons commit the illegal act of purchasing sexual services in the rental unit. Wilful blindness is sufficient to meet the permission element contained in subsection 61(1) of the Act.<sup>1</sup> Therefore I find on balance of probabilities that the Tenant permits persons to commit the offence described in subsection 268.1(1) of the *Criminal Code* in the rental unit. I further find that the illegal acts are beyond the merely trivial and have the potential to change the character of the residential complex.
5. Mindful that the Tenant carries no burden of proof, I find the application must be allowed because the Landlord has proven the grounds contained in the notice of termination on a balance of probabilities.
6. The Tenant requested a delay of eviction submitting that as far as he knows, the occupant plans to vacate the rental unit in February and travel abroad anyway. The Landlord's circumstances include the fact that it has a legal obligation to provide safe housing for the other residents of this multi-unit residential complex free from interference to their quiet enjoyment. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
7. The Tenant was required to pay the Landlord \$5,069.20 in daily compensation for use and occupation of the rental unit for the period from August 25, 2025 to December 18, 2025.

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<sup>1</sup> *McAvany v. Kingston Home Base Non-Profit Housing*, 2025 ONSC 1164 at para. 27 (Div. Ct.); *Metropolitan Toronto Housing Authority v. Smith*, [1989] O.J. No. 742 at para. 3 (Div. Ct.).

8. Based on the monthly rent, the daily compensation is \$43.70. This amount is calculated as follows:  $\$1,329.19 \times 12$ , divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,287.48 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$31.04 is owing to the Tenant for the period from January 1, 2025 to December 18, 2025.
11. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 6, 2026.
2. If the unit is not vacated on or before February 6, 2026, then starting February 7, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after February 7, 2026.
4. The Tenant shall pay to the Landlord \$5,069.20, which represents compensation for the use of the unit from August 25, 2025 to December 18, 2025.
5. The Tenant shall also pay the Landlord compensation of \$43.70 per day for the use of the unit starting December 19, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,318.52 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$3,936.68.
9. If the Tenant does not pay the Landlord the full amount owing on or before February 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

**January 26, 2026**  
**Date Issued**

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Nersi Makki  
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on August 7, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.