



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Chin v Stone, 2026 ONLTB 10637

**Date:** 2026-02-02

**File Number:** LTB-L-087592-25

**In the matter of:** 2117, 85 WOOD ST  
TORONTO ON M4Y0E8

**Between:** Kyle Chin Landlord

**And**

Jenelle Stone Tenant

Kyle Chin (the 'Landlord') applied for an order to terminate the tenancy and evict Jenelle Stone (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.

This application was heard by videoconference on January 28, 2026.

Only the Landlord attended the hearing.

As of 9:42 a.m., the Tenant 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 Landlord's evidence.

### Determinations:

- As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. **Therefore, the Tenant must move out of the rental unit on or before February 13, 2026.**
- The Tenant was in possession of the rental unit on the date the application was filed.
- On October 17, 2025, the Landlord gave the Tenant an N6 notice of termination. The notice of termination contains the following allegations:

The Landlord believes that the Tenant or someone living with the Tenant has committed an illegal act or is carrying on an illegal business at the residential complex, and permitted someone else to commit an illegal act or carry on an illegal business at the residential complex, specifically that the Tenant contracted to rent out the rental unit without the Landlord's consent to subtenants at a greater monthly lawful rent that was agreed upon between the Landlord and the Tenant. Furthermore that in September 2025 the Tenant misled the subtenants by refusing to return their furniture deposit of \$1,500.00.

4. The Landlord's L2 Application is made pursuant to the N6 notice of termination given under subsection 61(1) of the Residential Tenancies Act, 2006 (the "Act"), which states:

A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.

5. In order for the Landlord's application to be successful, the Landlord must establish that the Tenant or an occupant committed an illegal act, or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or residential complex. If the Landlord cannot prove, on balance of probabilities, that the events in the notice relate to an illegal act, carries on an illegal trade or business, I cannot issue an order evicting or remedies based upon an application made pursuant to that notice.
6. The Landlord submitted the tenancy agreement between the parties which stated that the Tenant shall not assign or sublet all or any part of the leased premises during the term of the lease without prior written consent of the Landlord.
7. The Landlord gave evidence and submitted the tenancy agreement between the Tenant and Subtenant as evidence.
8. The Landlord takes the position that the subletting of the unit for more than the legal rent constitutes an illegal act, and the rentals constitute the operation of a business.
9. The term "illegal" is not defined in the Act but has been found to be serious violations of a federal, provincial or municipal law; not all illegal acts are considered serious enough to warrant eviction.
10. Although not binding on the Board, the Board's Interpretation Guideline 9: Eviction for Illegal Act or Business ('the Guideline'), provides some guidance on when an illegal act should be considered serious enough to warrant the termination of a tenancy. A contravention of the Act itself, does not automatically constitute an illegal act under section 61. If there is a remedy elsewhere in the Act, it would not be appropriate to evict for an illegal act. For example, subletting or assigning the rental unit without the landlord's consent does not automatically constitute an illegal act that justifies eviction.
11. However, subletting or assigning a rental unit without permission can in some circumstances amount to an illegal act or business. In the case of *Sutton Place Grande Limited v. Hammer and Griffiths* [2002] O.J. No. 1792, the Divisional Court held that "where the tenant listed the rental unit with a real estate agent and repeatedly sublet the unit to short-term occupants for a rent that greatly exceeded the lawful rent and without the landlord's consent, this pattern of activity constituted the conduct of an illegal business."

This was found to be is contrary to section 134 of the Act and an offence under section 234(l) of the Act, which do not provide a remedy elsewhere for the landlord.

12. The Landlord alleges that the Tenant committed an illegal act or carried on an illegal trade, business or occupation in the rental unit by renting out the rental unit for the amount of \$3,200.00 per month when the lawful rent between the parties was \$1,998.00 per month.

13. This is contrary to section 134(3) and 234(1)(l) and (x) of the Act.

14. Subsection 134(3) of the Act states:

(3) Unless otherwise prescribed, no tenant and no person acting on behalf of the tenant shall, directly or indirectly,

(a) sublet a rental unit **for a rent that is payable** by one or more subtenants and **that is greater than the rent that is lawfully charged by the landlord for the rental unit...**

[emphasis added]

15. Further, subsection 234(1) states that a person is guilty of an offence if the person:

(l) charges or collects amounts from a tenant, a prospective tenant, a former tenant, a subtenant, a potential subtenant, an assignee or a potential assignee in contravention of section 134;

(x) charges rent in an amount greater than permitted under this Act.

16. Based on the evidence before me, I am satisfied on the balance of probabilities that the Tenant committed an illegal act by subletting the rental unit without the permission of the Landlord contrary to the Act and carried on an illegal business by charging an amount that greatly exceeded the legal rent permitted for the rental unit.

17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

18. There is no last month's rent deposit.

19. 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, given the Tenant was not in attendance and no circumstances were presented to me on the Tenant's behalf.

20. I have considered all the uncontested evidence presented at the hearing and all of the uncontested oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.

21. This order contains all of the reasons within it and no further reasons will be issued.

**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 13, 2026.
2. If the unit is not vacated on or before February 13, 2026, then starting February 14, 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 14, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 14, 2026 at 4.00% annually on the balance outstanding.

**February 2, 2026**

**Date Issued**

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**Panagiotis P. Roupas**

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 14, 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.