



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Winn, 2026 ONLTB 35745

Date: 2026-05-08

File Number: LTB-L-097250-25

In the matter of: 103, 635 THE EAST MALL
ETOBICOKE ON M9B4A9

Between: Toronto Community Housing Corporation Landlord

And

Frederick Winn Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Frederick Winn (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 someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on February 23, 2026.

Only the Landlord's legal representative, C. Rostant, attended the hearing. Three witnesses for the Landlord, O. Osunde, J. Ryker, and M. Clementi, also attended the hearing.

As of 9:45 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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. On October 23, 2025, the Landlord mailed the Tenant N6 and N7 notices of termination, deemed served on October 28, 2025.
3. The N6 notice of termination alleged that the Tenant had committed illegal acts, namely indecent acts, including walking naked in the common area hallway, and masturbating in the common area hallway on various dates in 2025. The Landlord alleged that the Tenant had been arrested for indecent acts in June 2025, and that he was released, but then he was arrested again in October 2025 for failing to comply with the release order.
4. The N7 notice of termination alleged that the Tenant caused wilful damage to the rental unit and the residential complex by punching large holes in the wall of his unit, cracks in the tiles. The notice ordered the Tenant to pay \$5,906.56 for the wilful damage.
5. On February 2, 2026, the Landlord amended their application to request \$10,271.34 for the damages. There was record of a certificate of service of the amended application, as well as all the evidence disclosure, for service on February 10, 2026.
6. The Landlord's witness, O. Osunde (OO) is the senior building superintendent. He testified that after a unit inspection in February 2025, he found substantial damage in the unit bathroom. He said he found wall tiles cracked and damaged in the shower, as well as damaged floor tiles and large holes in the wall. He submitted into evidence a number of photos from that inspection that showed substantial tile damage in the shower that created leaking down the wall whenever water ran in the shower, and also large wall holes throughout the rental unit. There was also a photo that showed the bathroom door had been removed and there was damage all around the door frame. He submitted into evidence a work order for the repair to damage to walls and tiles, dated March 12, 2025, in the amount of \$4,006.56. There was also a ledger showing that the Landlord had undertaken the repair and paid for it on April 8, 2025.
7. OO submitted into evidence an email from him to his employer, dated September 8, 2025, that reported further damage in the rental unit to door frame, punches, hallway ceiling leaking from Tenant's bathroom, repeated flooding on the Tenant's bathroom floor, repeated damage to the hallway electrical light fixture because of the leaking. He submitted into evidence photos of the hallway and hallway ceiling where the leaking and damage was repeatedly occurring. He also submitted into evidence further photos of wall punches. There was a work order to repair the September 2025 damages in the amount of \$499.99, however the ledger showed that the contractor had to undertake far more extensive repairs to the bathroom, including sub floor and joists, plumbing, and the Landlord actually paid \$6,264.78 before tax.
8. OO said that there was further damage reported in February 2026 with further leaking in the hallway and other damages in the Tenant's bathroom. He submitted into evidence photos of the damage. He said that the Landlord has not repaired all the damage from this

third leak yet.

9. The Landlord's witness, constable J. Ryker (JR) said that he was involved in an arrest of the Tenant on October 9, 2025. He said that there was an outstanding bench warrant because the Tenant had missed a court date for an earlier arrest for indecent acts. He said that the Tenant was also wanted for failing to comply with his release order. He said that the Tenant was found in his bedroom and arrested that day. JR said that he believes the Tenant was released that day because he knows that the Tenant is not currently in custody.
10. The Landlord's witness, M. Clementi (MC) is a community services coordinator. MC said that he knows the Tenant. MC said that he spoke to the Tenant's sister in February 2025, and she told him that she would speak to the Tenant about damage in the unit and she would try and get him some help. MC said that the Tenant was referred to a "focus table" which coordinates services available to vulnerable tenants. He said that he believes the focus table services attempted to assist the Tenant.
11. MC said that there have been a few visits to the Tenant since that time. He said that the Tenant was served with notices of entry, and there have been door knocks, but the Tenant never answers. He said that he believes the Tenant leaves the unit right before the scheduled entry time. Consequently, MC said that he has only seen the Tenant once, when he was arrested. MC submitted into evidence a petition dated February 6, 2026, that he received from a group of tenants who call themselves "Tenants of 635 The East Mall". In the petition they say they are requesting that the Tenant be evicted because he has "inappropriate perverted/unsafe behaviours." They write that the Tenant has been "terrorizing the building complex for years by walking out of his unit completely naked, taking the garbage out while being completely naked, masturbating in the hallway moaning loudly disrupting all the tenants in the hallway on several occasions, banging/vandalizing/damaging his apartment, damaging the building..."
12. MC said that he has talked to other tenants and they told him they refrain from using their front doors in order to avoid encountering the Tenant. He said that they told him they have stopped inviting guests to their units.
13. MC said that the Tenant has lived in his unit for about 15 years. He moved in with his mother, but she died about two years ago. He said that the Tenant has not disclosed any mental health issue, nor any other accommodation need, to the Landlord, and he hides from the Landlord's employees.
14. The Landlord seeks eviction for the illegal, indecent acts, the Tenant's failure to comply with his release conditions, and the damages. The Landlord submits that they have tried to assist the Tenant and connect with him, but he avoids them. The Landlord is seeking \$10,271.34 in damages for the repeated damage to the Tenant's bathroom, walls, and the hallway below the Tenant's bathroom.
15. On the uncontested evidence of the Landlord I find, on a balance of probabilities, that the Tenant has committed an illegal act in the rental unit or the residential complex, by carrying out indecent acts in the common area hallways in front of other tenants in the

building. He has also failed to comply with a release order which resulted from his arrest for the indecent acts, and he has failed to attend court appearances for his arrest. JR testified that he was physically present for the arrest due to failure to appear and failure to comply with his release order. He was aware, and he testified, about the original charges against the Tenant for the indecent acts. The Tenant's petition of February 6, 2026, corroborates JR's evidence. Although none of the tenants, themselves, testified about the indecent acts, it is undisputed that the Tenant was originally arrested for this reason. At the very least, the Landlord presented first hand testimony from a witness who was present and involved in the arrest for the failure to appear at a court date and failure to comply with a release order. That evidence was uncontested.

16. On the uncontested evidence of the Landlord, I find, on a balance of probabilities, that the Tenant has wilfully committed undue damage in the rental unit and the residential complex. There was testimonial and photographic evidence of extensive damage to walls and tiles in the rental unit, as well as repeated leaking from the hallway ceiling directly beneath the Tenant's unit. There was documentary evidence of payments by the Landlord amounting to \$10,271.34 (before tax) to repair all the damage caused by the Tenants on multiple occasions. The latest damage has not yet been repaired, and it will necessitate further expense by the Landlord to repair.
17. Based on the monthly rent, the daily compensation is \$5.42. This amount is calculated as follows: \$165.00 x 12, divided by 365 days.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.

Section 83 considerations:

20. The Tenant has been informed about the damage, and the Landlord has requested that he pay for the damage he caused, requests that go at least as far back as October 2025. He has not paid for any of the repairs. He has not communicated with the Landlord to discuss repayment, nor to explain any mitigating factors or accommodation needs. Rather, the Tenant has avoided all attempts to communicate from the Landlord, and he has caused further damage, some as recently as a couple of weeks before the hearing. The Tenant did not comply with his arrest release conditions, he was re-arrested at least once since June 2025, and therefore there is little evidence that the Landlord can be reassured that the Tenant will not commit any further illegal acts. Therefore, I find that a conditional order is unlikely to be successful or complied with.
21. I have considered all of the disclosed circumstances above, 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. Although the Tenant did not attend the hearing to disclose any reason to deny or delay eviction, the tenancy has been lengthy and the rent is highly subsidized. Therefore, I find that it is not unfair to postpone the eviction to May 31, 2026, in order to permit the Tenant a bit more time to find alternative accommodation. Although the Tenant's conduct and illegal acts are serious,

the postponement of enforcement is brief, and only in consideration of the Tenant's limited budget and circumstances.

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 May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 1, 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 June 1, 2026.
4. If the Tenant fails to vacate the rental unit on or before May 31, 2026, the Tenant shall pay the Landlord compensation of \$5.42 per day for the use of the unit starting June 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$10, 271.34, which represents the reasonable costs of repairing the damage and/or replacing the property damaged by the Tenant.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$10,457.34.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

May 8, 2026
Date Issued

Nancy Morris
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 December 1, 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.