



Order under Section 69 Residential Tenancies Act, 2006

Citation: McGinley Bros Inc. v Roy, 2026 ONLTB 46612

Date: 2026-06-15

File Number: LTB-L-014992-26

In the matter of: 5, 207 RANEE AVE
NORTH YORK ON M6A1N3

Between: McGinley Bros Inc. Landlord

And

Ainsley Roy Tenant

McGinley Bros Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ainsley Roy (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 April 20, 2026.

Only the Landlord's Agents, Christopher Mior and Jim Cunningham, attended the hearing.

As of 1:16 p.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. Therefore, the tenancy is terminated on an expedited basis effective June 18, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N6 Notice of Termination

3. On February 18, 2026, the Landlord gave the Tenant an N6 notice of termination deemed served that same day. The notice of termination contains the allegations that on February 9, 15 and 17, 2026, the Tenant, without permission, entered the rental units of other tenants in the residential complex without permission and removed the other tenants' belongings.

Landlord's Evidence

4. The Landlord's Agents testified that:
 - a) On February 9, 2026, the tenant in Unit 4 of the residential complex reported that their rental unit had been entered while they were away and that various food items had been taken;
 - b) Police attended the property on February 10, 2026 and requested copies of the security footage. Upon review of the footage, it was determined that the Tenant had entered Unit 4 – this footage was entered into evidence by the Landlord;
 - c) On February 15, 2026, the tenants in Unit 6 reported that they had caught the Tenant in their unit without permission. The Tenant provided the tenants in Unit 6 a handwritten apology for entering their unit later that day – this note was entered into evidence by the Landlord;
 - d) The Landlord's security cameras further captured the Tenant entering another unit on February 18, 2025 and attempting to enter other units in the residential complex on February 17-18, 2026 by trying the various door knobs; and
 - e) There have been additional issues with the Tenant since the service of the N6, including alleged mail theft, a break-in into the laundry closet and theft of change from the machines and interference with the Landlord's security cameras.
5. The Tenant did not attend to dispute any of the Landlord's evidence.

Applicable Law

6. The N6 Notice was served under section 61 of the *Residential Tenancies Act, 2006* (the 'Act') which states:

61(1) 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. 2006, c. 17, s. 61 (1).

(2) A notice of termination under this section shall set out the grounds for termination and shall provide a termination date not earlier than,

(a) the 10th day after the notice is given, in the case of a notice grounded on an illegal act, trade, business or occupation involving,

(i) the production of an illegal drug,

(ii) the trafficking in an illegal drug, or

(iii) the possession of an illegal drug for the purposes of trafficking; or

(b) the 20th day after the notice is given, in all other cases.

7. Section 75 of the Act states:

75 The Board may issue an order terminating a tenancy and evicting a tenant in an application under section 69 based on a notice of termination under section 61 whether or not the tenant or other person has been convicted of an offence relating to an illegal act, trade, business or occupation.

8. Section 2(1)(b) of the *Trespass to Property Act* states:

2(1) Every person who is not acting under a right or authority conferred by law and who,

(a) Without the express permission of the occupier, the proof of which rests on the defendant,

(i) Enters on premises when entry is prohibited under this Act, or

(ii) Engages in an activity on premises when the activity is prohibited under this Act; or

(b) Does not leave the premises immediately after he or she is directed to do so by the occupier of the premises or a person authorized by the occupier,

Is guilty of an offence and on conviction is liable to a fine of not more than \$10,000.00.

9. Section 322(1) of the *Criminal Code* states:

322 (1) Every one commits theft who fraudulently and without colour of right takes, or fraudulently and without colour of right converts to his use or to the use of another person, anything, whether animate or inanimate, with intent

(a) to deprive, temporarily or absolutely, the owner of it, or a person who has a special property or interest in it, of the thing or of his property or interest in it;

(b) to pledge it or deposit it as security;

(c) to part with it under a condition with respect to its return that the person who parts with it may be unable to perform; or

(d) to deal with it in such a manner that it cannot be restored in the condition in which it was at the time it was taken or converted.

Analysis

10. I find that the Landlord has proven, on a balance of probabilities, that the Tenant committed the illegal acts of trespass (contrary to subsection 2(1)(a)(i) of the *Trespass to Property Act*) and theft (contrary to subsection 322(1) of the *Criminal Code*) in the residential complex during the incidents of February 9, 2026 and February 15, 2026.
11. The Landlord, through their contemporaneous email traffic with tenants and video footage of the incidents, provided a clear and cogent history of the incidents that lead to the issuance of the N6 Notice.

Daily compensation

12. The Tenant was required to pay the Landlord \$2,630.00 in daily compensation for use and occupation of the rental unit for the period from March 12, 2026 to April 20, 2026.
13. Based on the monthly rent, the daily compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$2,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$82.35 is owing to the Tenant for the period from December 4, 2024 to April 20, 2026.
16. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

17. 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.
18. As noted above, the Tenant did not attend the hearing and did not present evidence on this issue and the Landlord was unaware of any circumstances that would favour refusal or postponement of eviction.
19. The Landlord submitted that the Tenant's activities negatively affected the character of the building and that a conditional order would not be appropriate given the Tenant's history.
20. The Landlord requested an expedited termination order based on the Tenant's behaviour in the notice and the behaviour that continued after.
21. The Landlord requested the Board exercises section 84 of the Act which states

84 Subject to clause 83 (1) (b), the Board shall, in an order made under section 69 based on a notice given under subsection 61 (1) that involves an illegal act, trade, business or occupation described in clause 61 (2) (a) ... request that the sheriff expedite the enforcement of the order.

22. Based on the continued behaviour of the Tenant and its effects on the other tenants in the residential complex, I find the Landlord has satisfied the need for an expedited termination of the tenancy.

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 June 18, 2026.
2. If the unit is not vacated on or before June 18, 2026, then starting June 19, 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 19, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$2,630.00, which represents compensation for the use of the unit from March 12, 2026 to April 20, 2026. Any amounts paid to the Landlord after March 12, 2026 shall be deducted from this amount owing.
5. The Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting April 21, 2026 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 \$2,582.35 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. If the Tenant does not pay the Landlord the full amount owing on or before June 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 19, 2026 at 4.00% annually on the balance outstanding.

June 15, 2026
Date Issued

Curtis Smith
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 17, 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.