



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

File Number: LTB-L-040296-26

In the matter of: 215, 230 LAKE PROMENADE
ETOBICOKE ON M8W1B1

Between: LAKE PROMENADE APARTMENTS LIMITED Landlord

And

KEVIN LINDSAY GUNTON Tenant

LAKE PROMENADE APARTMENTS LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict KEVIN LINDSAY GUNTON (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 June 11, 2026.

Only the Landlord's agent, D. Matei, and the Landlord's legal representative, H. Levenson, attended the hearing.

As of 11:02 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. Therefore, the tenancy is terminated on June 28, 2026. The Tenant must move out of the rental unit on or before June 28, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N6 Notice of Termination

3. On April 27, 2026, the Landlord gave the Tenant an N6 notice of termination with a termination date of May 22, 2026. The notice of termination alleges that the Tenant has committed an illegal act in the residential complex.
4. Dumitru Matei (DM), the Landlord's property manager, testified that on February 10, 2026, the Tenant sexually harassed a female cleaning staff member. DM testified that the Tenant touched and kissed the hand of one of the female employees. According to DM, the female employees attempted to distance themselves from the Tenant by locking themselves in the supply room while the Tenant attempted to force access. DM submitted a copy of the incident report email into evidence.
5. DM submitted a copy of a letter dated February 13, 2026, which was issued to the Tenant regarding the incident. DM testified that the Tenant attended the office two days later and stated that he did not intend to cause harm. DM further testified that the Tenant did not appear to understand that his conduct was inappropriate.
6. DM testified that on April 9, 2026, he was in the office with the administrative assistant when the Tenant attended and accused the administrative assistant of sharing his personal information. DM testified that the Tenant became aggressive and followed the administrative assistant into another room. DM further testified that the Tenant directed racial slurs towards him. According to DM, the Tenant's behaviour was addressed in a letter dated April 10, 2026. DM testified that the Tenant later returned to the office to explain his behaviour but continued to act aggressively toward DM and the administrative assistant.
7. DM testified that approximately one and a half weeks before the hearing, he received complaints that the Tenant had followed another resident into the laundry and told the resident to "go back to their country." DM further testified that he received complaints that the Tenant was knocking on residents' doors, causing residents to fear for their safety and resulting in police being contacted. The Landlord seeks termination of the tenancy.

Analysis

8. Section 61(1) of the Residential Tenancies Act, 2006, the ("Act"), provides that 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.
9. Based on the uncontested evidence before me, on a balance of probabilities, I find that the Tenant sexually harassed a staff member by touching and kissing her hand without consent and by attempting to gain access to the supply room after staff members sought to isolate themselves from him. I further find that the Tenant directed racial slurs towards DM. I am satisfied that this conduct occurred in the residential complex and constitutes an illegal act within the meaning of section 61 of the Act. I accept DM's evidence as credible and reliable. The evidence was detailed, consistent, and uncontradicted.

Daily compensation, rent deposit

10. The Tenant was required to pay the Landlord \$956.40 in daily compensation for use and occupation of the rental unit for the period from May 23, 2026 to June 11, 2026.
11. Based on the monthly rent, the daily compensation is \$47.82. This amount is calculated as follows: \$1,454.63 x 12, divided by 365 days.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,388.45 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$30.04 is owing to the Tenant for the period from June 1, 2025 to June 11, 2026.
14. 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

15. Based on the uncontested evidence before me, 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. The Tenant was not present to make submissions on any relief sought.

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 28, 2026.
2. If the unit is not vacated on or before June 28, 2026, then starting June 29, 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 29, 2026.
4. The Tenant shall pay to the Landlord \$956.40, which represents compensation for the use of the unit from May 23, 2026 to June 11, 2026. Any payments made by the Tenant shall be deducted from this amount.
5. The Tenant shall also pay the Landlord compensation of \$47.82 per day for the use of the unit starting June 12, 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 \$1,418.49 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. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$276.09.
9. However, the Landlord is authorized to deduct from amount owing to the Tenant \$47.82 per day for compensation for the use of the unit starting June 12, 2026 to the date the Tenant moves out of the unit.
10. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 17, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on December 29, 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.