



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

File Number: LTB-L-005235-26

In the matter of: 825 DUNDAS ST W
TORONTO ON M6J1V4

Between: Yun Chen Landlord

And

Vadym Kondratev Tenants
Malakai Riker

Yun Chen (the 'Landlord') applied for an order to terminate the tenancy and evict Vadym Kondratev and Malakai Riker (the 'Tenants') because the Tenants 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on June 10, 2026.

The Landlord's agent, Yuwen Chen, the Landlord's representative, Ze Liu, and one of the Tenants, Malakai Riker ("M.R."), attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the Tenants must vacate the rental unit by July 5, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N6 Notice of Termination

3. On January 16, 2026, the Landlord gave the Tenants an N6 notice of termination, with the termination date of February 9, 2026. The notice of termination contains the following allegations: the Tenants have sublet the rental unit to subtenants for an amount that exceeds the lawful rent charged by the Landlord to the Tenants.

Illegal Act

4. The parties agreed that the Tenants entered into a true subtenancy where the Tenants are charging the subtenants a rent amount that exceeds the lawful rent charged by the Landlord to the Tenants.

5. Subsection 134(3)(a) of the *Residential Tenancies Act*, 2006 (the 'Act') states:

*Unless otherwise prescribed, **no Tenants and no person acting on behalf of the Tenants 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]

6. The term "illegal" is not defined in the Act but would include a serious violation of a federal, provincial or municipal law. If the illegality is trivial or technical, the act or business or occupation might not be considered serious enough to warrant eviction.
7. An illegal act will be serious if it has the potential to affect the character of the premises or to disturb the reasonable enjoyment of the landlord or other Tenants. The seriousness of this ground can be seen in the fact that there is no opportunity in section 61 for the Tenants to avoid termination by rectifying the illegal act.
8. The fact that a Tenants or another occupant may have devised a fraud in the unit, written a bad cheque or failed to file a tax return does not necessarily create a threat to the other Tenants in the building or a problem for the landlord. By contrast, drug offences may bring the risk of harmful effects upon other occupants of the complex.
9. A contravention of the Act would not, in itself, constitute an illegal act under section 61 of the Act. If there is a remedy for the act elsewhere in the Act, it would not be appropriate to evict for an illegal act. For example, a failure to pay rent would not be considered an illegal act for the purpose of section 61. **Subletting or assigning the rental unit without the landlord's consent would not necessarily constitute an illegal act that justifies eviction.**
10. **However**, in one case (*Sutton Place Grande Limited v. Hammer and Griffiths* [2002] O.J. No. 1792), the Divisional Court held that where the Tenants listed her 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.** Such conduct is contrary to section 134 of the RTA and is an offence under section 234(l) of the Act, but those sections do not provide a remedy for the landlord.
11. In this case, the parties agreed the lawful rent charged by the Landlord to the Tenants was \$1,845.00 per month and the Tenants had been charging the subtenants \$2,940.00. The Tenants agreed that this was the second time they had charged a subtenant more than the lawful rent. I understand this to mean that the Tenants are running a business of charging

subtenants more rent than is legally allowed to be charged as it exceeds the lawful rent. The repeating of this nature is what constitutes the Tenants' actions as being one of running an illegal business. There is no other remedy available to the Landlord in the Act. Therefore, I find the Tenants has committed an illegal act in the rental unit by subletting the rental unit to subtenants for amount that is more than the lawful rent charged by the Landlord to the Tenants.

Daily compensation, NSF charges, rent deposit

12. The Tenants was required to pay the Landlord \$4,306.86 in daily compensation for use and occupation of the rental unit for the period from April 1, 2026 to June 10, 2026.
13. Based on the monthly rent, the daily compensation is \$60.66. This amount is calculated as follows: \$1,845.00 x 12, divided by 365 days.
14. The Landlord incurred costs of \$202.15 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

Relief from eviction

16. M.R. requested that if the Board grants the Landlord's application, then to provide the Tenants relief from eviction by denying the eviction. 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. Although M.R. had testified that he remained in possession of the rental unit during both subtenancies, he also testified that he had not been permitted to enter the rental unit as the subtenants are refusing him access to it. Therefore, it would be unfair to deny or even delay the eviction because although the Tenants have keys to the rental unit, they are unable to enter and leave the rental unit without the subtenants' consent.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 5, 2026.
2. If the unit is not vacated on or before July 5, 2026, then starting July 6, 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 July 6, 2026.
4. The Tenants shall pay to the Landlord \$4,306.86, which represents compensation for the use of the unit from April 1, 2026 to June 10, 2026.
5. The Tenants shall also pay the Landlord compensation of \$60.66 per day for the use of the unit starting June 11, 2026 until the date the Tenants move out of the unit.

6. The Tenants shall also pay to the Landlord \$202.15 for the cost of filing the application.
7. The total amount the Tenants must pay the Landlord is \$4,509.01.
8. If the Tenants do not pay the Landlord the full amount owing on or before July 5, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 6, 2026 at 4.00% annually on the balance outstanding.

June 24, 2026
Date Issued

Vishal Nanda
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 Tenants expires on January 6, 2027 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.