



**Order under Section 94
Residential Tenancies Act, 2006**

File Number: LTB-L-051379-25

In the matter of: 1507, 171 MAIN ST N
BRAMPTON ON L6X0H4

Between: MEDALLION CORPORATION Landlord

And

ROBERT TORCHIA Tenant

MEDALLION CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict ROBERT TORCHIA (the 'Tenant') because the rental unit is the superintendent's premises and the Tenant's employment as superintendent has ended.

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 November 24, 2025.

The Landlord's representative, Lindsay Faria, the Landlord's agent, Aida Basilva, and the Tenant's agent, Katarzyna Torchia, 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Superintendent Unit

3. The Landlord terminated the employment of the Tenant on June 2, 2025. The Tenant has not vacated the superintendent's premises and more than one week has passed since their employment was terminated.
4. The Tenant did not dispute the application, but requested more time to vacated. This will be addressed below under section 83 of the Act.

Daily compensation, NSF charges, rent deposit

5. Based on the monthly rent, the daily compensation is \$74.79. This amount is calculated as follows: \$2,275.00 x 12, divided by 365 days.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.

Relief from eviction

8. The Tenant's agent requested the Board grant the Tenant with more time to vacate the rental unit as they were recovering from hernia surgery. The Landlord opposed a delayed eviction as the 7 day period to move out of the superintendent unit was long overdue. 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 not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) of the Act. The hearing was held on November 24, 2025 and the order is being issued on January 9, 2026. By delaying eviction until January 31, 2026, I am giving the Tenant more time to vacate the rental unit without seriously prejudicing the Landlord.

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 January 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 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 February 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$74.79 per day for the use of the unit starting November 25, 2025 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 9, 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 Tenant expires on August 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.