



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

File Number: LTB-L-051725-25

In the matter of: 105, 14 LEACREST CRT
KITCHENER ON N2E1H8

Between: Williams & McDaniel Property Management Landlord

And

Michael Tran Tenant

Williams & McDaniel Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Tran (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, Tim Kelly, the Landlord's agent, Aaron Willing, and the Tenant 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 13, 2025. The Tenant has not vacated the superintendent's premises and more than one week has passed since their employment was terminated.
4. The Landlord's agent testified that the Tenant was hired as Superintendent from June 19, 2024 to June 13, 2025. Prior to being hired as a superintendent, the Tenant did not reside in the rental unit. The Tenant agreed that when he was hired as a superintendent, he was given a superintendent unit. However, the Tenant testified that prior to his employment, he raised concerns with the property manager, Shane, about wanting to continue to live there

should his employment be terminated. I put little weight on this evidence as it constitutes hearsay evidence. This conversation happened prior to the Tenant receiving the employment letter. A copy of the employment letter was adduced into evidence by the Tenant, however, there is no mention to support the Tenant's position that if the employment terminated, they would be able to live in the rental unit as a Tenant.

5. Therefore, the Tenant must vacate the rental unit by March 31, 2026.

Daily compensation, NSF charges, rent deposit

6. Based on the monthly rent, the daily compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Relief from eviction

9. The Tenant requested the Board grant them more time to vacate should the Landlord's application be granted. The Landlord was only agreeable if there was a condition that the Tenant continued to pay rent on time and in full. 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 March 31, 2026 pursuant to subsection 83(1)(b) of the Act. The parties agreed the Tenant has been paying their rent on time and in full. The Tenant has shared custody with the Mother of his two children and he wants to stay close to them. By delaying the eviction until March 31, 2026, I am giving the Tenant more time to find alternative accommodations.

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 March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$59.18 per day for the use of the unit starting December 1, 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. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

January 7, 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 October 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.