



Order under Section 94 Residential Tenancies Act, 2006

File Number: LTB-L-045413-25

In the matter of: 702, 28 ELIZABETH ST N
MISSISSAUGA ON L5G2Z6

Between: 28 Elizabeth Holdings Inc. Landlord

And

Judith Horvath Tenant

28 Elizabeth Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Judith Horvath (the 'Tenant') because:

- the rental unit is the superintendent's premises and the Tenant's employment as superintendent has ended.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in 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 October 21, 2025.

The Landlord's Agent, Lena Sborlini, the Landlord's Legal Representative, Howard Levenson and the Tenant attended the hearing.

Determinations:

Preliminary Issue – Amending the Tenant's Name

1. The parties agreed to amend the application to reflect spelling of the Tenant's name from "Judit" to "Judith." The application is amended to reflect the correct spelling of the Tenant's name.

L2 Application – Application to Evict Tenant from Superintendent's Premises

2. 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 tenancy is terminated.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Landlord submits that the Tenant, Judy Horvath ('JH') was hired as a full-time superintendent for the residential complex in which the rental unit is located, effective November 27, 2019. As per paragraph 3 of JH's employment contract, the rental unit was provided to the Tenant as a condition of the Tenant's employment.
5. On May 26, 2025, the Landlord gave JH a letter terminating JH's employment as a superintendent effective immediately.
6. The Landlord terminated the employment of the Tenant on May 26, 2025. The Tenant has not vacated the superintendent's premises and more than one week has passed since their employment was terminated.
7. The Tenant did not challenge the Landlord's evidence that she was employed as a superintendent of the residential complex in which the rental unit was located and that the unit was provided as a condition of her employment. The Tenant also did not dispute that she had been provided a letter on May 26, 2025 terminating her employment effective immediately.
8. Sections 93 and 94 of the *Residential Tenancies Act, 2006* (the 'Act') establish rules relating to a superintendent's premises:

93(1) If a landlord has entered into a tenancy agreement with respect to a superintendent's premises, unless otherwise agreed, the tenancy terminated on the day on which the employment of the tenant is terminated.

(2) A tenant shall vacate a superintendent's premises within one week after his or her tenancy is terminated.

(3) A landlord shall not charge a tenant rent or compensation or receive rent or compensation from a tenant with respect to the one-week period mentioned in subsection (2).

94 The landlord may apply to the Board for an order terminating the tenancy of a tenant of superintendent's premises and evicting the tenant if the tenant does not vacate the rental unit within one week of the termination of his or her employment.

9. Based on the evidence before me, I find that the Landlord has established that the rental unit is a superintendent's premises that was provided to the Tenant as a condition of her employment as a superintendent of the residential complex in which the rental unit is located. I further find, based on the Landlord's largely unchallenged evidence that the Tenant's employment as a superintendent was terminated effective May 26, 2025 by the Landlord. As a result, they were required to pay compensation to the Landlord for use of the unit after one week had elapsed following the termination.

10. The Landlord seeks daily compensation based on a market rent of \$2,300.00 per month. The Landlord asserts that they have provided the Tenant with N1 notices of rent increase dating back to January 1, 2024. The Landlord submits that while the N1 notice that took effect January 1, 2025 indicates a rent of \$2,366.78, that the Landlord is seeking daily compensation based on a market monthly rent of \$2,300.00. The market rent sought by the Landlord was not challenged by the Tenant.
11. Neither the employment contract nor tenancy agreement stipulate the amount of rent that the superintendent would be required to pay if they did not vacate the unit as required after their employment was terminated. In the absence of such terms, I find that awarding market rate to be reasonable in the circumstances. The Tenant did not seriously challenge that the amount proposed by the Landlord did not constitute market rate, and in this case I find the market rent requested by the Landlord to be reasonable.
12. Based on the monthly rent, the daily compensation is \$75.62. This amount is calculated as follows: $\$2,300.00 \times 12$, divided by 365 days.
13. The Tenant was required to pay the Landlord \$10,738.04 in daily compensation for use and occupation of the rental unit for the period from June 2, 2025 to October 21, 2025.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

Willful or Negligent Damage

16. The Landlord sought an order determining that the superintendent negligently caused undue damage to the rental unit by installing an air conditioning unit without the Landlord's permission. The Landlord alleges that the unit leaked, which caused damage to the floor of the rental unit.
17. The Landlord submitted into evidence photos of the flooring that had buckled. It was uncontested that the buckling was caused by a leak from the air conditioning unit as well as an estimate from Nebo Ltd dated August 18, 2025 in the amount of \$791.00 to repair the damage to the flooring.
18. The Tenant did not dispute that she had installed a window air conditioner without the Landlord's consent. The Tenant testified that she had not observed that the air conditioner was leaking until the floor had already begun to bubble and warp. The Tenant testified that the leak and floor damage occurred rapidly overnight and that she had taken steps immediately the next morning upon discovering the leak to turn off the air conditioner and to mitigate the damage by mopping the floor and pointing a fan at the flooring. While the Tenant testified she took immediate steps to mitigate the damage to the flooring, the damage to the flooring appears to be severe.
19. Based on the evidence before me, particularly the photos of the severely warped flooring and the Tenant's admission that the damage was caused by their air conditioning unit, I am satisfied find that the Tenant installed an air conditioner without the Landlord's consent, and negligently caused undue damage to the floor.

20. I am also satisfied that the Landlord will incur costs of \$791.00 to repair the floor, and that this amount is reasonable.

Section 83 – Relief from Eviction

21. 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.

22. The Tenant's employment ended on May 26, 2025 and the Tenant has not paid any compensation since that time. The Tenant testified that she has no source of income and cannot afford to make any payments towards the rent. I find that it would be unfairly prejudicial to the Landlord in the circumstances to delay eviction.

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 24, 2026.
2. If the unit is not vacated on or before January 24, 2026, then starting January 25, 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 January 25, 2026.
4. The Tenant shall pay to the Landlord \$10,738.04, which represents compensation for the use of the unit from June 2, 2025 to October 21, 2025.
5. The Tenant shall also pay the Landlord compensation of \$75.62 per day for the use of the unit starting October 22, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$791.00 which is the cost the landlord will incur to repair the floor of the rental unit.
7. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is \$11,715.04.
9. If the Tenant does not pay the Landlord the full amount owing on or before January 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 25, 2026 at 4.00% annually on the balance outstanding.

January 13, 2026

Date Issued

Christopher Lin

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 July , 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.