



Order under Section 94 Residential Tenancies Act, 2006

File Number: LTB-L-107427-25

In the matter of: 302, 122 LAKESHORE RD E
MISSISSAUGA ON L5G1E4

Between: Akadami Holdings Ltd. Landlord

And

William Franklin Yates Tenant

Akadami Holdings Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict William Franklin Yates (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 January 13, 2026.

The Landlord's agent Anthony Plastich, the Landlord's Legal Representative Amanda Richards 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.

Superintendent Unit

2. The Landlord terminated the employment of the Tenant on December 8, 2025. The Tenant did not vacate the superintendent's premises and more than one week passed after their employment was terminated.
3. The parties agree that the Tenant moved out of the unit on January 4, 2026, surrendering possession of the unit to the Landlord despite the Tenant not having returned the entry keys to the Landlord. The Tenant indicated that he fully intended to give the keys back once he finished moving out his remaining belongings. However, he was presently out of province and experiencing challenges in finalizing arrangements.

4. Given that the tenancy terminated on January 4, 2026, the Landlord is entitled to regain immediate possession of the unit by changing the entry locks to the unit without giving the Tenant a replacement key.
5. There is no dispute that the Tenant has left some possessions in the unit. The parties discussed and agreed to a plan in which the Landlord would remove and store all of the Tenant's items in a secure location at no cost to the Tenant. The parties will collaborate to coordinate a date for the Tenant, or his authorized agent, to pick up the stored items.
6. The Tenant understands that he is responsible for returning the unit keys to the Landlord without delay, and may do so in person, by courier, by XpressPost or by registered mail.

Daily compensation, NSF charges, rent deposit

7. Based on the monthly rent, the daily compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on January 4, 2026, when the Tenant vacated the superintendent unit.
2. The Landlord shall remove the Tenant's items within the rental unit and store them in a secure place until such time as the parties can arrange between them for the Tenant or his authorized agent to retrieve the items, the period of which shall not exceed 30 days from the date of this order.
3. The Tenant shall forthwith deliver the unit keys he has in his possession to the Landlord.
4. The Tenant shall pay to the Landlord \$1,374.27, representing daily compensation for the period from December 17, 2025 to January 4, 2026.
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 \$1,560.27.
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 15, 2026

Date Issued

Elle Venhola

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.