



Order under Section 94 Residential Tenancies Act, 2006

File Number: LTB-L-068518-25

In the matter of: 1813, 737 OUELLETTE AVE
WINDSOR ON N9A6T2

Between: Skyline Real Estate Holdings Inc. c/o Skyline Living Landlord

And

Breanne Beaudoin Tenant

Skyline Real Estate Holdings Inc. c/o Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Breanne Beaudoin (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 February 5, 2026.

Only the Landlord's legal representative, Patricija Anjo, attended the hearing.

As of **10:14am**, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. Although the Notice of Hearing that was mailed to the Tenant by the LTB on January 14, 2026 was returned to the LTB as undeliverable on February 5, 2026 according to the LTB's records, I am satisfied that the Tenant was aware of the hearing as the Landlord had provided a copy of the Notice of Hearing, the L2 application and a copy of the Landlord's evidence by email to the Tenant on January 30, 2026 as submitted by the Landlord's legal representative at the hearing.
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.
3. The Tenant was in possession of the rental unit on the date the application was filed.

4. The Tenant vacated the rental unit on October 12, 2025.
5. The Landlord terminated the employment of the Tenant on June 23, 2025. The Landlord permitted the use of the unit to the Tenant rent-free to July 28, 2025 in accordance with their employment contract. The Tenant has not vacated the superintendent's premises and more than one week has passed since their employment was terminated.
6. The Tenant was required to pay the Landlord \$5,444.64 in daily compensation for use and occupation of the rental unit for the period from July 29, 2025 to October 12, 2025.
7. Based on the monthly rent, the daily compensation is \$71.64. This amount is calculated as follows: $\$2,179.18 \times 12$, divided by 365 days.
8. Since the termination date in the notice of termination, the Tenant paid the Landlord \$100.00 in rent and the Landlord applied an additional \$1.69 as a credit to their account for using the online payment portal.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 12, 2025.
2. The Tenant shall pay to the Landlord \$5,342.95, which represents compensation for the use of the unit from July 29, 2025 to October 12, 2025.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$5,528.95.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 10, 2026 at 4.00% annually on the balance outstanding.

February 26, 2026
Date Issued

Terri van Huisstede
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.