



Order under Section 94 Residential Tenancies Act, 2006

Citation: Heather View Apartments Inc. by its agent DMS Property Management Limited v Veles,
2026 ONLTB 16839

Date: 2026-02-24

File Number: LTB-L-007264-26

In the matter of: 102, 1175 BROADVIEW AVE
EAST YORK ON M4K2S9

Between: Heather View Apartments Inc. by its agent Landlord
DMS Property Management Limited

And

Max Lubomir Veles Tenant

Heather View Apartments Inc. by its agent DMS Property Management Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Max Lubomir Veles (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 18, 2026.

Only the Landlord's legal representative David Ciobotaru and the Landlord's witness, Joy Thomas (JT) / Property Manager attended the hearing.

As of 9:12 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. 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. 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 between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 7, 2026.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's witness, property manager (JT) testified that the superintendent provided the Landlord written notice on January 7, 2026 that due to medical reasons he was resigning from the position effective immediately and would "likely be moving out at the end of January/ beginning of February."
4. (JT) acknowledged and accepted the live-in superintendent's resignation on behalf of the Landlord on the same date, January 7, 2026 and advised that per the terms of the employment agreement that he had 7 days to vacate the rental unit. However, in acknowledgement of the noted health issues that the Landlord agreed to provide an extra 10 days, therefore, extending the vacate date to January 25, 2026.
5. When the Tenant had not vacated the rental unit by January 25, 2026, the Landlord filed the L2 application with the LTB on January 26, 2026. A new superintendent has been hired into the position and Landlord requires immediate vacant possession of the unit.
6. Pursuant to section 93(3) of the Residential Tenancies Act, 2006 (the 'Act'), the Tenant is not responsible for rent or compensation one week after their tenancy is terminated, however here, the Landlord extended this date to January 25, 2026.
7. The Landlord is entitled to daily compensation for the Tenant's use of the unit from February 2, 2026.

Daily compensation

8. Based on the monthly rent, the daily compensation is \$87.12. This amount is calculated as follows: \$2,650.00 x 12, divided by 365 days.
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.

Relief from Eviction

11. 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. The Landlord requires vacant possession of the rental unit for the newly hired superintendent. Further, the Tenant did not attend the hearing to present me with any other consideration.

Expedited Eviction

12. The Landlord's Legal Representative requested expedited enforcement of this order due to the safety risks to all tenants in the building. While the newly hired superintendent is residing in the building in a temporary unit, they are not occupying the main floor and are therefore not immediately available to initiate a response with the fire department or in any other emergency. And the superintendent's unit continues to be accessed by Tenants for

any related issues as arising in the complex, inclusive of a door slot for requests for maintenance and rent payments.

13. [Section](#) 84 of the Act, subject to the Board delaying the eviction date pursuant to [section 83](#)(1)(b), an expedited eviction order shall be issued when a tenancy is terminated for a serious impairment of safety. Although this is not an impaired safety application, I find I have the discretion under section 83(1) of the Act when considering all of the circumstances; specifically, that the Tenant's unit is a designated superintendent's unit and the unit's location is key to initiating any emergency preparedness or responses as may be required.
14. This order contains all the reasons for the decision within it. No further reasons shall be issued.

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 7, 2026.
2. If the unit is not vacated on or before March 7, 2026, then starting March 8, 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 March 8, 2026. **The Sheriff is requested to expedite the enforcement of this order.**
4. The Tenant shall also pay the Landlord compensation of \$87.12 per day for the use of the unit starting February 2, 2026 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 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 8, 2026 at 4.00% annually on the balance outstanding.

February 24, 2026

Date Issued

Alicia Johnson

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 September 8, 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.