



Order under Section 94 Residential Tenancies Act, 2006

File Number: LTB-L-035043-25

In the matter of: 259 FINCH AVE W
NORTH YORK ON M2R1M8

Between: Citywide Luxury Rental Suites and Landlord
Maintenance Ltd.

And

Leon O'Connor Tenant

Citywide Luxury Rental Suites and Maintenance Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Leon O'Connor (the 'Tenant') because:

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

This application was heard by videoconference on October 21, 2025.

Only the Landlord's Agents, Elizabeth Adamou and John Geleff and the Landlord's Legal Representative, Amanda Winch attended the hearing.

The Tenant initially connected to the hearing but disconnected from the hearing at approximately 1:12 p.m. As of 3:07 p.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 and there was no record of any attempt to reconnect to the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's Agent, Elizabeth Adamou ('EA') testified that the Tenant, Leon Connor ('LC') was a superintendent at the rental unit. The Landlord's Agent, John Geleff ('JG') testified that LC was a handyman who performed work at the residential complex.

4. The relevant provisions of the *Residential Tenancies Act, 2006* (the 'Act') are as follows:

2(1) "superintendent's premises" means a rental unit used by a person employed as a janitor, manager, security guard or superintendent and located in the residential complex with respect to which the person is so employed.

...

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

5. For section 93(1) to apply, the tenancy agreement must have with respect to a superintendent's premises--the unit must have been a superintendent's premises at the time the tenancy agreement was entered into, and the agreement must have been specifically for a superintendent's unit.
6. However, EA's evidence regarding whether LC was provided the rental unit as a condition of his employment was unclear JG testified that he did not believe that the rental unit was a superintendent's unit provided to LC as a condition of his employment. EA testified that the Landlord was unable to find any information as to whether LC was given the rental unit as a condition of his employment.
7. It was unclear based on the evidence before me whether LC was employed as a janitor, manager, security guard or superintendent at the residential complex. I had conflicting testimony about LC's employment in relation to the residential complex.
8. As the Landlord failed to demonstrate, on a balance of probabilities, that the landlord entered into a tenancy agreement with respect to a superintendent's premises which was given to the tenant as a condition of employment, the L2 application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

February 24, 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.