



Order under Section 94 Residential Tenancies Act, 2006

Citation: Skyline Real Estate Holdings Inc. C/O Skyline Living v Brownlee, 2026 ONLTB 18157

Date: 2026-02-26

File Number: LTB-L-064998-25

In the matter of: 109, 722 JOHN COUNTER BLVD
KINGSTON ON K7K6N9

Between: Skyline Real Estate Holdings Inc. C/O Skyline Living Landlord

And

Lynn Brownlee Tenant

Skyline Real Estate Holdings Inc. C/O Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Lynn Brownlee (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 8, 2026.

Only the Landlord's Legal Representative, Patricija Anjo, attended the hearing.

As of 9:31 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. The Tenant was employed as onsite Assistant Resident Manager and, as part of her employment, was provided with accommodation in a rental unit specifically used for Assistant Resident Manager, which is akin to an assistant superintendent.
2. Section 93 of the Residential Tenancies Act, 2006 (the "Act") provides:

(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.

(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).

3. Pursuant to Section 93(1) of the Act, based on the uncontested evidence of the Landlord's Legal Representative and the submitted Landlord's Brief as evidence. I find the tenancy terminated on August 4, 2025 pursuant to the Act, after the employment of the Tenant terminated on July 21, 2025.

Adjudicative Approaches to Daily Compensation in the case of Overholding Superintendents

4. The Landlord's Legal Representative now requests daily compensation for each day the Tenant stayed in the rental unit after August 4, 2025.
5. When considering the Landlord's request for daily compensation, in addition to Section 93 of the Act, the following sections are relevant:

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.

86. A landlord is entitled to compensation for the use and occupation of a rental unit by a tenant who does not vacate the unit after his or her tenancy is terminated by order, notice or agreement.

87(3). If a tenant is in possession of a rental unit after the tenancy has been terminated, the landlord may apply to the Board for an order for the payment of compensation for the use and occupation of a rental unit after a notice of termination or an agreement to terminate the tenancy has taken effect.

6. There are two different approaches taken to the interpretation of the interaction between Sections 93, 94, 86 and 87 of the Act. 9. One approach relies on an interpretation of the termination of the tenancy by operation of law and was aptly described in Re File No. SOL-71793-20 (August 18, 2016) De LeonCulp:

6. Section 86 states that a landlord is entitled to compensation for use and occupation after termination of a tenancy by order, notice or agreement. Subsection 87 (3) allows a landlord to apply for compensation for use and occupation of a rental unit after a notice of termination or an agreement to terminate the tenancy has taken effect.

7. However, a superintendent's tenancy is terminated by operation of law, not by notice or agreement. Therein lies the rub.

8. While the Landlords have applied under Section 94 of the Act for an order terminating the tenancy, and Section 86 may arguably apply if an order terminating the tenancy ensues, Section 86 cannot be enforced apart from Subsection 87 (3) of the Act. Subsection 87 (3) does not apply to a superintendent's tenancy, as the same is not terminated by notice or agreement. It is clear from a contextual reading of Section 86 that compensation is only available where a tenancy is terminated by notice, agreement or by a Board order confirming termination of the tenancy by notice or agreement.

9. I conclude that there is no statutory basis to order compensation from an overholding tenant after termination of a superintendent's tenancy.

10. The Board reached the same conclusion in *Country Club Towers v. Khachatryan*, [2001] O.R.H.T.D No. 75 and Re File No. TSL-02245-09-RV (September 15, 2010), *Rozebral*.

7. Under this approach, once their employment was terminated, the Tenants' tenancy was terminated by operation of law. As a result, no relief for daily compensation was available to the Landlord as the tenancy did not terminate by way of agreement or notice but rather by operation of law and there is no statutory authority under which to award daily compensation for a tenancy that terminates by operation of law.

8. As an aside I do not accept the Landlord's Legal Representative submission that the tenancy was terminated by way of the Employment Agreement between the Landlord and Tenant. The Agreement provides:

If employment is terminated by either party, the unit #109 will be vacated within 7 days of the termination date as per Section 93(1) and (2) of the Residential Tenancies Act.

9. The fact that the parties entered into an agreement that repeats and relies upon Section 93(1) and (2) of the Act as a basis for the Tenant's obligation to vacate the unit if their employment is terminated does not, in my view, mean that the tenancy terminated by agreement.

10. An alternative approach, as described below, looks to interpretation of the above relevant provisions in a broader context.

11. Once a superintendent, in this case the onsite assistant resident manager is no longer employed, the employment relationship is at an end and what remains is the landlord and tenant relationship. Section 94 provides that the landlord may apply for an order to terminate the tenancy of a tenant of superintendent's premises and evict the tenant if the now former assistant resident manager does not leave within one week of the termination of their employment. The termination of the tenancy and an order evicting the former assistant resident manager are two separate forms of relief.

12. There is no discretion provided under the Act with respect to the date the tenancy terminates – s. 93(1) provides the date of termination is the date the employment ends. However, section 94 provides that the Landlord may obtain an order terminating the tenancy. Any order obtained is then caught under s. 86 – termination of tenancy by order of the Board - and so the landlord is entitled to compensation for the time the unit is used and occupied after the tenancy is vacated.
13. At this point it is important to recall the purposes of the Act. Section 1 of the Act provides:

S. 1(1) The purposes of this Act are to provide protection for residential tenants from unlawful rent increases and unlawful evictions, to establish a framework for the regulation of residential rents, **to balance the rights and responsibilities of residential landlords and tenants and to provide for the adjudication of disputes** and for other processes to informally resolve disputes. [Emphasis added]
14. Interpreting the Act to recognize the right of a landlord to daily compensation but not permitting a landlord to actually apply for this compensation for an overholding former assistant resident manager would in essence permit the tenant to reside for free and does not provide for adjudication of this dispute.
15. The Board is mandated to consider all circumstances before granting an order for eviction. Where a Landlord applies under section 94 for an order evicting an overholding former superintendent, refusal or postponement of the eviction can be ordered. Without a basis to apply for daily compensation, the Landlord may be left without any compensation for the occupation of the rental unit.
16. As a result, I adopt the second adjudicative approach and find there is authority to award daily compensation in the case of overholding former assistant resident manager.

What is the Appropriate Daily Compensation?

17. Having held that there is a basis under which to award daily compensation, the question then becomes, “What is the appropriate rate for daily compensation to be awarded in the circumstances of this case?”
18. The Landlord requested daily compensation based upon a comparable market rate for the rental unit and provided evidence regarding this.
19. The monthly rent in the copy of the Employment Agreement/Standard Lease provided was \$1,887.00 per month, which was increased to \$1,934.17 per month during the employment period from the uncontested evidence submitted by the Landlord.
20. The rent agreed to between the parties was hence \$1,934.17 a month. There was no evidence before me that a new tenancy was created after the Tenant’s employment ended nor, on the face of the Agreement, that the Tenant agreed to another rent.
21. As a result, I find the lawful monthly rent is \$1,934.17.

22. There is no last month's rent on deposit.
23. The Tenant has stayed in the unit for 27 days after their employment and tenancy terminated from August 4th, 2025, to August 31, 2025. I note the Landlord does not seek compensation from the termination of the employment on July 31, 2025, to August 4, 2025. Seven of these days are not compensable under s. 93(2) of the Act and the Landlord does not seek compensation for the extra days to August 4, 2025. The Landlord is entitled to an order for the remaining 27 days at the rate of \$63.59 a day ($\$1,934.17 \times 12/365$) for a total of \$1,716.93.
24. With respect to the costs of the application, because the Tenant did not vacate within the statutory one-week period and was still occupying the rental unit after that date, I find the Landlord is entitled to the filing fee for this application.
25. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
26. 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. Moreover, the Tenant did not attend to present his circumstances.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of August 31, 2025, the date the Tenant vacated the rental unit.
2. The Tenant shall pay to the Landlord \$1,716.93 which represents the total amount of daily compensation for the use of the unit commencing August 4, 2025, to August 31, 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 owes the Landlord is \$1,902.93.
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

Panagiotis P. Roupas
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.