



**Order under Section 94
Residential Tenancies Act, 2006**

File Number: LTB-L-076737-25

In the matter of: 105, 593 STRASBURG RD
KITCHENER ON N2E4J1

Between: Bloomingdale Mews Ltd. Landlord

And

Harold Zomer Tenant

Bloomingdale Mews Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Harold Zomer (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 March 11, 2026.

Only the Landlord attended the hearing.

As of 9:30 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 reschedule 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 is terminated and compensation is ordered.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on October 10, 2025.

Superintendent Unit

4. The Tenant was employed as a superintendent and as apart of his employment was provided with accommodation in this rental unit, specifically designated for superintendents.

5. The Landlord terminated the employment of the Tenant on August 28, 2025. The Tenant did not vacate the superintendent's premises within one week has after his employment was terminated.
6. The Landlord testified that they had provided with the Tenant with an additional 7-day extension to move out, but he did not move out then and instead requested further extensions. The Tenant vacated the unit on October 10, 2025.
7. Section 93 and 94 of the *Residential Tenancies Act, 2006* (the 'Act') provides as follows:

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.

(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).

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.

8. Section 93(2) of the Act makes it clear that superintendents must vacate the unit within one week after their employment ends. When a superintendent does not vacate pursuant to the Act, a landlord is entitled to file an application under section 94 of the Act for termination of the tenancy.
9. Pursuant to the uncontested evidence of the Landlord, I find that the tenancy terminated on September 4, 2025.

Daily compensation

10. After the termination of the superintendent's position, the employment relationship was at an end and what remained is the landlord and tenant relationship. Pursuant to section 94 the landlord may apply for an order to terminate the tenancy of the superintendent's premise and evict the tenant if the former superintendent does not leave within one week of the termination.
11. Section 86 of the Act states that a landlord is entitled to compensation for the use and occupation of a rental unit by a tenant after the tenancy is terminated.
12. The Tenant owes the Landlord \$1,744.40 in daily compensation. This is calculated as follows: monthly rent \$1,895.00 x 12 divided by 365 = \$62.30 per diem, x 28 days = \$1,744.40. This amount takes into account the addition 7 days the Landlord allowed the Tenant to stay.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

15. This order contains all of the reasons within it. No further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of September 4, 2025.
2. The Tenant shall pay to the Landlord \$1,744.40 as per diem compensation.
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 \$1,930.40.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 31, 2026, at 4.00% annually on the balance outstanding.

March 19, 2026
Date Issued

Stephanie Ball
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.