



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

File Number: LTB-L-078904-25

In the matter of: 320, 550 JARVIS ST
TORONTO ON M4Y2H9

Between: PARK PROPERTY MANAGEMENT INC. Landlord

And

Philip McNamee Tenant

PARK PROPERTY MANAGEMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Philip McNamee (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 March 11, 2026.

Only the Landlord's representative 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 6, 2025.

Superintendent Unit

4. The Tenant was employed as a superintendent for the Landlord, and as part of his compensation, was provided with accommodation in this rental unit which was specifically designated for superintendents.

5. The Landlord terminated the employment of the Tenant on September 11, 2025. The Tenant did not vacate the superintendent's premises within one week after his employment was terminated.
6. Sections 93 and 94 of the *Residential Tenancies Act, 2006* (the 'Act') provide 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.
7. 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 the unit pursuant to the Act, a landlord is entitled to file an application under section 94 of the Act for termination of the tenancy.
8. Pursuant to the uncontested evidence of the Landlord, I find that the tenancy terminated on September 11, 2025.

Daily compensation

9. 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.
10. 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.
11. Based on the monthly rent, the daily compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
12. The Tenant was required to pay the Landlord \$1,183.50 in daily compensation for use and occupation of the rental unit for the period from September 19, 2025, to October 6, 2025.
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 11, 2025.
2. The Tenant shall pay to the Landlord \$1,183.50, which represents compensation for the use of the unit from September 19, 2025, to October 6, 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 \$1,369.50.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 29, 2026, at 4.00% annually on the balance outstanding.

March 17, 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.