



Order under Section 94 Residential Tenancies Act, 2006

File Number: LTB-L-082163-25

In the matter of: 207, 1566 Trossacks Avenue
London ON N5X2P3

Between: MetCap Living Management Inc. Landlord

And

Jessica Sywyk Tenant

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Sywyk (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, Christine Daniel, attended the hearing.

As of 9:35 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 as of August 27, 2025, and daily compensation is ordered to the date the Tenant vacated the unit.
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 17, 2025.

Superintendent Unit

4. The Landlord employed the Tenant as a Senior Resident Manager for the residential premises in which this rental unit is located. The rental unit occupied by the Tenant is a designated superintendent's unit.
5. The Landlord terminated the employment of the Tenant on August 27, 2025 by a termination letter. The Tenant did not vacate the superintendent's premises within one week of her employment terminating.
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 section 86 of the Act, 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 tenancy is terminated by order, notice, or agreement. In this case, the employment agreement provided for this possibility, and in addition, the Act provides the date of termination being the date the employment ends.
9. Pursuant to the uncontested evidence of the Landlord, I find that the tenancy terminated on August 27, 2025. The Tenant did not leave the premises until October 17, 2025, and the Landlord is entitled to daily compensation from September 4, 2025, to the date the Tenant vacated, October 17, 2025.

Daily compensation, NSF charges, rent deposit

10. Based on the monthly rent, the daily compensation is \$64.13. This amount is calculated as follows: \$1,950.74 x 12, divided by 365 days.
11. The Tenant was required to pay the Landlord \$2,821.72 in daily compensation for use and occupation of the rental unit for the period from September 4, 2025, to October 17, 2025.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

13. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of August 27, 2025.
2. The Tenant shall pay to the Landlord \$2,821.72, which represents compensation for the use of the unit from September 4, 2025, to October 17, 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 \$3,007.72.
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.