



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

File Number: LTB-L-081988-25

In the matter of: 318, 553 VANIER DR
KITCHENER ON N2C2J4

Between: Greenwin Corp. Landlord

And

Blaine Shannon Tenant

Greenwin Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Blaine Shannon (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 Agent, Zibanka Stulic and the Landlord's representative Jennifer Smith attended the hearing.

As of 9:45 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, eviction, and the claim for compensation in the application. Therefore, termination of the tenancy, eviction, and daily compensation are ordered. The Tenant must vacate the premises by March 30, 2026 and pay compensation to the Landlord in the amount of \$11,237.48.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Superintendent Unit

3. The Landlord testified that the Tenant entered into an employment contract dated December 17, 2024, with the Landlord. The employment contract is filed in the portal as DOC-6500249. The Tenant's role was superintendent of a number of residential premises, including the one in which he lived. The employment contract described his role as "building representative".
4. The Landlord stated that the Tenant's duties included looking after the properties, maintenance of the buildings, and being responsible for maintaining contract with the manager.
5. As part of his employment, the Tenant was provided with accommodation in this rental unit, 318, which was for his use as superintendent.
6. The Tenant's employment with the Landlord was terminated by letter dated September 4, 2025. The termination letter is filed in the portal as DOC-6500256. The letter specified that the Tenant was required to vacate the unit within 7 days of September 4, 2025, in accordance with his contract. The Tenant did not vacate and remains in the unit.
7. 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.
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 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.
9. Pursuant to the uncontested evidence of the Landlord, I find that the tenancy terminated on September 4, 2025.
10. As of the date of the hearing the Tenant has not vacated the rental unit. The Landlord seeks an order for eviction and compensation from September 12, 2025, to the date the Tenant vacates the rental unit.
11. 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.

12. Based on the above, it is clear the Landlord is entitled to daily compensation from the Tenant.

Daily compensation

13. The Landlord terminated the employment of the Tenant on September 4, 2025, and pursuant to the Act, daily compensation commences 7 days after the date of termination of employment.
14. The Tenant was required to pay the Landlord \$11,051.48 in daily compensation for use and occupation of the rental unit for the period from September 12, 2025, to March 11, 2026. This amount is calculated as follows:
- (i) Daily compensation from September 12, 2025, to December 31, 2025, is \$64.08. The amount is calculated as follows: $\$1949.00 \times 12$ divided by 365 days. For this period of time, the Tenant was required to pay \$6,472.08, calculated as $101 \text{ days} \times \64.08 .
 - (ii) Daily compensation from January 1, 2026, to March 11, 2026, is \$65.42. This amount is calculated as follows: $\$1,989.92 \times 12$, divided by 365 days. For this period of time the Tenant was required to pay \$4,579.40, calculated as $70 \text{ days} \times \$65.42$.
15. Based on the monthly rent, the daily compensation is \$65.42 from January 2026 onwards.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. There is no last month's rent deposit.

Relief from eviction

18. 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. The Landlord stated that there has been no communication with the Tenant aside from an initial conversation where he said he needed more time to leave. The Tenant lives in a unit which was intended for use as a superintendent and his continuing to stay in the unit is contrary to his employment agreement and the Act. He has not paid any rent to the date of the hearing, putting himself in a significant amount of arrears. He did not appear at the hearing to provide any information for consideration of relief from eviction. The Landlord is missing out on the use of this unit for a superintendent and is not getting any rent for the unit.
19. 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. The Tenant must move out of the rental unit on or before March 30, 2026.

2. If the unit is not vacated on or before March 30, 2026, then starting March 31, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 31, 2026.
4. The Tenant shall pay to the Landlord \$11,051.48, which represents compensation for the use of the unit from September 12, 2025, to March 11, 2026.
5. The Tenant shall also pay the Landlord compensation of \$65.42 per day for the use of the unit starting March 12, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$11,237.48.
8. 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on September 30, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

