



Order under Section 94 Residential Tenancies Act, 2006

Citation: 371158 Ontario Ltd. o/a Forest Manor v Marriner, 2026 ONLTB 23065

Date: 2026-03-19

File Number: LTB-L-081938-25

In the matter of: 104, 1600 SANDHURST CIR
Toronto ON M1V2L4

Between: 371158 Ontario Ltd. o/a Forest Manor Landlord

And

MAR. 19, 2026

Sarah Marriner
Aaron Paessler

Stephanie Ball

Tenants

371158 Ontario Ltd. o/a Forest Manor (the 'Landlord') applied for an order to terminate the tenancy and evict Sarah Marriner and Aaron Paessler (the 'Tenants') because the rental unit is the superintendent's premises and the Tenants' employment as superintendents has ended. The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on March 11, 2026.

The Landlord, the Landlord's representative David Ciobotaru, and the Tenants attended the hearing.

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, termination of the tenancy and daily compensation are ordered.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on February 12, 2026.

Superintendent Unit

4. The Tenants were employed by the Landlord as superintendents, and as part of their employment were provided with accommodation in rental unit 104, specifically used for superintendents.

5. The Landlord terminated the employment of the Tenants on September 22, 2025, by a termination letter, filed as DOC-6499683 in the portal. The Tenants did not vacate the superintendent's premises within one week after their employment was terminated.
6. The Landlord stated that this rental unit is designated for superintendents of the residential premises.
7. The Tenants testified that they are proceeding with a wrongful dismissal claim against the Landlord and testified to a number of concerns with respect to the termination of their position. The Board informed the Tenants that this forum is not the one to address wrongful dismissal issues, and that the Board was addressing solely the issue of the notice of termination of employment of the Tenants as superintendents and the resulting consequences of that notice on their occupation of the rental unit.
8. While there was some dispute about the date of departure for purposes of calculating the amount of rent owing since the date of termination, (the Landlord had originally stated the date of February 14, and the Tenants stated the date of February 12, 2026), the Landlord settled on the date of February 12, 2026.
9. 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.
10. 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.
11. Based on the letter of termination noted above, I find that the tenancy terminated on September 22, 2025.
12. 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 after the tenancy is terminated.
13. The Tenants argued about the amount of the rent, the lack of provision of rent increase notices, and further asked that this matter be put over (adjourned) until after the wrongful dismissal action is resolved. The Tenants did not submit any evidence to support the issue of the amount of the rent.

14. The Landlord submitted a detailed ledger for the rental unit which detailed the amount of rent being charged for the unit. The Board accepts this evidence and calculates the per diem rate based on that amount. Further, the request to put the matter over until after the wrongful dismissal action, which has not yet been started, is untenable and unfair to the Landlord. If the Tenants are successful in their action, they will be able to recoup the amount they are ordered to pay for their rent.
15. The Board notes that the second named Tenant continually interrupted the proceedings, used profanity and foul language, and refused to take direction from the Board in trying to make his points.
16. Regarding the Tenants behaviour during the hearing, the Board, while disappointed in the lack of respect shown to the Board and the process, acknowledges the stress the Tenants have been under for issues not before this Board chooses not to order a fine for their actions.

Daily compensation, NSF charges, rent deposit

17. Based on the monthly rent, the daily compensation is \$45.29. This amount is calculated as follows: $\$1,377.69 \times 12$, divided by 365 days.
18. The Tenant was required to pay the Landlord \$6,250.02 in daily compensation for use and occupation of the rental unit for the period from September 30, 2025, to February 12, 2026.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. There is no last month's rent deposit.
21. 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 22, 2025.
2. The Tenant shall pay to the Landlord \$6,159.44, which represents compensation for the use of the unit from September 30, 2025, to February 12, 2026.
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 \$6,345.44.
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.