



Order under Section 94 Residential Tenancies Act, 2006

File Number: LTB-L-101913-25

In the matter of: 703, 50 RUDDINGTON DR
NORTH YORK ON M2K2J8

Between: SBP II LP Landlord

And

Pamela Vidal Tenant

SBP II LP (the 'Landlord') applied for an order to terminate the tenancy and evict Pamela Vidal (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 16, 2026.

Only the Landlord's Agent, Cora Armstrong, and the Landlord's Legal Representative, Emily Barbati, attended the hearing.

As of 9:42 a.m., the Tenant was not present or represented at the hearing. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Tenant was employed as a superintendent and, as part of their employment, was provided with accommodation in a rental unit specifically used for superintendents.
2. Section 93 of the *Residential Tenancies Act, 2006* (the "Act") provides:
 - (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).

3. The Landlord submitted that the Tenant's employment terminated on October 23, 2025. A copy of the Tenant's employment agreement and employment termination letter from the Landlord to the Tenant were submitted into evidence. Pursuant to section 93(1) of the Act, based on the uncontested evidence before the Board, I find the tenancy terminated on October 23, 2025.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The Landlord submitted that the Tenant vacated the rental unit on January 31, 2026. Based on the uncontested evidence of the Landlord, I find that the Tenant vacated on January 31, 2026.

Daily Compensation

6. Pursuant to the Act, the Landlord is not permitted to charge the Tenant rent for the seven-day period after the tenancy is terminated. In this case, compensation could start as of October 31, 2025. The Landlord sought daily compensation starting from November 2, 2025.
7. The Tenant was required to pay the Landlord \$7,664.93 in daily compensation for use and occupation of the rental unit for the period from November 2, 2025 to January 31, 2026.
8. Based on the monthly rent, the daily compensation is \$84.23. This amount is calculated as follows: \$2,562.00 x 12, divided by 365 days.
9. As the Tenant did not vacate within the statutory one-week period and only did so after this application was filed, the Landlord is entitled to reimbursement of the \$186.00 costs to file the application.
10. 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 January 31, 2026.
2. The Tenant shall pay to the Landlord \$7,664.93, which represents compensation for the use of the unit from November 2, 2025 to January 31, 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 \$7,850.93.
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

Vicky Liu
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.