



Order under Section 94 Residential Tenancies Act, 2006

File Number: LTB-L-100617-25

In the matter of: 410, 1060 EASTERN AVE
TORONTO ON M4L0B8

Between: BentallGreenOak (Canada) Limited Landlord

And

Joseph Cruz Tenant

BentallGreenOak (Canada) Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Joseph Cruz (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, Anna Kalandadze, and the Landlord's Legal Representative, Emily Barbati, attended the hearing.

As of 9:36 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 adjourn 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 effective March 30, 2026.
2. 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.
3. 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).

4. The Landlord submitted that the Tenant's employment terminated on October 20, 2025. A copy of 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 20, 2025.
5. The Tenant was in possession of the rental unit on the date the application was filed. The Tenant has not vacated the rental unit premises and more than one week has passed since their employment was terminated.

Daily Compensation

6. Pursuant to section 93(3), the Tenant did not have to pay rent from October 21, 2025 to October 27, 2025. The Landlord requested compensation commencing November 1, 2025.
7. The Tenant was required to pay the Landlord \$12,117.60 in daily compensation for use and occupation of the rental unit for the period from November 1, 2025 to March 16, 2026.
8. Based on the monthly rent of \$2,710.00, which is specified in the employment agreement, the daily compensation is \$89.10. This amount is calculated as follows: \$2,710.00 x 12, divided by 365 days.
9. As the Tenant did not vacate within the statutory one-week period and the Landlord had to file this application to seek termination of the tenancy, the Landlord is entitled to reimbursement of the \$186.00 costs to file the application.
10. There is no last month's rent deposit.
11. 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 is unaware of any circumstances to delay or deny the eviction. The Tenant did not attend the hearing to disclose any circumstances for the Board to consider delaying or denying eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. 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 \$12,117.60, which represents compensation for the use of the unit from November 1, 2025 to March 16, 2026.
5. The Tenant shall also pay the Landlord compensation of \$89.10 per day for the use of the unit starting March 17, 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 \$12,303.60.
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

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.

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.