



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

**File Number:** LTB-L-101391-25

**In the matter of:** 411, 7 RICHGROVE DR  
Toronto ON M9R2L1

**Between:** Minto Apartment Limited Partnership Landlord

**And**

Phillip McNamee Tenant

Minto Apartment Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Phillip McNamee (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 Legal Representative, Martin Zarnett, and the Landlord's Agent, Yolan Bowen Onyeka, attended the hearing.

As of 9:54 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. The Tenant was employed as a superintendent and, as part of their employment, was provided with accommodation in a rental unit within the residential complex 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 November 19, 2025. A copy of the employment agreement and employment termination letter 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 November 19, 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 December 15, 2025. Based on the uncontested evidence of the Landlord, I find that the Tenant vacated on December 15, 2025.

#### *Daily Compensation*

6. The Tenant was required to pay the Landlord \$1,654.71 in daily compensation for use and occupation of the rental unit for the period from November 27, 2025 to December 15, 2025.
7. Based on the monthly rent, the daily compensation is \$87.09. This amount is calculated as follows: \$2,649.00 x 12, divided by 365 days.
8. 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.
9. 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 December 15, 2025.
2. The Tenant shall pay to the Landlord \$1,654.71, which represents compensation for the use of the unit from November 27, 2025 to December 15, 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 \$1,840.71.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 4, 2026 at 4.00% annually on the balance outstanding.

**March 23, 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.