



Order under Section 94 Residential Tenancies Act, 2006

File Number: LTB-L-101208-25

In the matter of: 116, 125 SOUTH CARRIAGE RD
LONDON ON N6H0L6

Between: Skyline Real Estate Holdings Inc., C/O Landlord
Skyline Living

And

Scott Grexton Tenant

Skyline Real Estate Holdings Inc., C/O Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Scott Grexton (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, Patricija Anjo, attended the hearing.

As of 10:08 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 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 13, 2025. The parties signed a lease in conjunction with the commencement of employment. A copy of the tenancy agreement and the 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 13, 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 March 2, 2026. Based on the uncontested evidence of the Landlord, I find that the Tenant vacated on March 2, 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 November 21, 2025. However, the Landlord sought daily compensation starting from December 1, 2025.
7. The Tenant was required to pay the Landlord \$6,290.96 in daily compensation for use and occupation of the rental unit for the period from December 1, 2025 to March 2, 2026.
8. Based on the monthly rent, the daily compensation is \$68.38. This amount is calculated as follows: \$2,080.00 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 March 2, 2026.
2. The Tenant shall pay to the Landlord \$6,290.96, which represents compensation for the use of the unit from December 1, 2025 to March 2, 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 \$6,476.96.

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

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.