



Order under Section 94 Residential Tenancies Act, 2006

Citation: Skyline Real Estate Holdings Inc. C/O Skyline Living v McCaie, 2026 ONLTB 23428

Date: 2026-03-19

File Number: LTB-L-099018-25

In the matter of: 207, 49 QUEEN ST E
CAMBRIDGE ON N3C0G9

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

And

Justin McCaie Tenant

Skyline Real Estate Holdings Inc. C/O Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Justin McCaie (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.

The Landlord's Legal Representative, Patricija Anjo, and the Tenant 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, the tenancy is terminated effective April 16, 2026.
2. The Tenant was employed as a superintendent and, as part of their employment, was provided with accommodation in a rental unit used for superintendents. The Tenant did not contest the Landlord's evidence or submissions.
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 November 5, 2025. A copy of the tenancy agreement signed by the parties with the commencement of the employment and the employment termination letter were submitted into evidence. Pursuant to section 93(1) of the Act, I find the tenancy terminated on November 5, 2025.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The Tenant has not vacated the rental unit premises and more than one week has passed since their employment was terminated.
7. The Landlord is not permitted to charge rent for the seven-day period after the termination date. The Landlord gave the Tenant until November 21, 2025 to vacate the rental unit and requested that the Board grant daily compensation starting on November 22, 2025.

Daily Compensation

8. The Tenant was required to pay the Landlord \$9,856.65 in daily compensation for use and occupation of the rental unit for the period from November 22, 2025 to March 16, 2026.
9. Based on the monthly rent of \$2,607.00 as specified on the tenancy agreement, the daily compensation is \$85.71. This amount is calculated as follows: $\$2,607.00 \times 12$, divided by 365 days.
10. 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.
11. There is no last month's rent deposit.

Section 83 Considerations

12. The Tenant did not contest the Landlord's application but requested the Board to delay eviction until May 1, 2026. The Tenant testified that after the Landlord terminated his employment, he had to build up his employment history to apply for alternative accommodation. The Tenant testified that he has secured housing for May 1, 2026.
13. The Landlord sought an eviction order with standard time submitting that the Tenant has failed to pay the Landlord any rent and that the Landlord requires the rental unit to hire additional employees.

14. 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 not be unfair to postpone the eviction until April 16, 2026 pursuant to subsection 83(1)(b) of the Act.
15. Given that the Tenant has a young child in the rental unit who attends school in the vicinity, I find that it would be reasonable to give the Tenant a short extension to vacate the rental unit. Given the time that the Sheriff will need to enforce the order, the Tenant is likely to be provided with the time he requested. While I am mindful of the Landlord's circumstances, the Landlord is a corporate landlord and there was no evidence before the Board that the management or maintenance of the rental property has been compromised by the Landlord's inability to repossess the rental unit. The Landlord provided no compelling circumstances that it would be unduly prejudiced if the Board delays the termination date for one month.

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 April 16, 2026.
2. If the unit is not vacated on or before April 16, 2026, then starting April 17, 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 April 17, 2026.
4. The Tenant shall pay to the Landlord \$9,856.65, which represents compensation for the use of the unit from November 22, 2025 to March 16, 2026.
5. The Tenant shall also pay the Landlord compensation of \$85.71 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 \$10,042.65.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 17, 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 October 17, 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.