



Order under Section 94 Residential Tenancies Act, 2006

File Number: LTB-L-103014-25

In the matter of: 112, 3375 PONYTRAIL DR
MISSISSAUGA ON L4X1V8

Between: Ferrand Constructions Ltd. Landlord

And

John Todd Tenant
Elaine Todd

Ferrand Constructions Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict John Todd and Elaine Todd (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 17, 2026.

The Landlord was represented at the hearing by Sabrina Marchionne.

As of 10:05 AM, 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:

Preliminary issue – Tenant's attendance

1. The Tenant had originally signed into the hearing room. After meeting with the Landlord's representative in a private breakout room the Tenant disconnected from the hearing and made no attempt to log back in. In the circumstances I find it appropriate to proceed hearing the matter based on the uncontested evidence of the Landlord.

L2 application

2. 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 as set out below.
3. The Landlord terminated the employment of the Tenant on November 27, 2025. The Tenant has not vacated the superintendent's premises and more than one week has passed since their employment was terminated.
4. The Tenant was required to pay the Landlord \$4,046.87 in daily compensation for use and occupation of the rental unit for the period from December 5, 2025, to March 17, 2026.
5. Based on the monthly rent, the daily compensation is \$39.29. This amount is calculated as follows: \$1,195.15 x 12, divided by 365 days.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.
8. The Landlord's representative advised that the Tenant did make two payments prior to the hearing by cheque but those cheques have not cleared as of the date of the hearing. It is expected that as soon as those payments are processed the Landlord will credit the payments against the money owed to the Landlord.
9. The Landlord's representative advised that prior to disconnecting the from the hearing the parties agreed to terminate the tenancy on April 1, 2026. I accept the submission from the representative and find April 1, 2026, to be an appropriate day to terminate the tenancy.

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 1, 2026.
2. If the unit is not vacated on or before April 1, 2026, then starting April 2, 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 2, 2026.
4. The Tenant shall pay to the Landlord \$4,046.87, which represents compensation for the use of the unit from December 5, 2025, to March 17, 2026.
5. The Tenant shall also pay the Landlord compensation of \$39.29 per day for the use of the unit starting March 18, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$4,232.87.

8. If the Tenant does not pay the Landlord the full amount owing on or before April 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 12, 2026 at 4.00% annually on the balance outstanding.

March 24, 2026
Date Issued

Bryan Delorenzi
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 12, 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.