



Order under Section 94 Residential Tenancies Act, 2006

File Number: LTB-L-102415-25

In the matter of: 2, 125 BOLD ST
HAMILTON ON L8P1V2

Between: Bold Street Apts Landlord

And

Donald Vardy Tenant

Bold Street Apts (the 'Landlord') applied for an order to terminate the tenancy and evict Donald Vardy (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 Tenant attended the hearing. The Landlord's agent Darren Fink attended the hearing. The Landlord was represented by Andrew Highland.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy the claim for compensation in the application. Therefore, the tenancy is terminated as set out below.

Employment issues

2. The Landlord terminated the employment of the Tenant on November 21, 2025. The Tenant has not vacated the superintendent's premises and more than one week has passed since their employment was terminated.
3. The Tenant does not dispute that his employment has ended. The Tenant submits they are unable to vacate the rental unit because they have not been paid their pay-in-lieu of notice under the *Employment Standards Act* (the 'ESA')

4. Section 93 of the *Residential Tenancies Act, 2006* (the 'Act') provides that where a tenancy agreement is entered into with respect to a superintendent's premises, unless otherwise agreed, the tenancy terminates on the day the tenant's employment is terminated.
5. I find that the employment dispute as raised by the Tenant is an issue for another forum. Issues of wrongful termination of employment are irrelevant for this ground for eviction (See *Onucki v. Fudge* [1990] O.J. No. 2175 (Ont. Div. Ct)). The role of the Board in this matter is to determine whether the Tenant was employed as a superintendent, whether his employment was terminated, and whether he failed to vacate the superintendent's premises.
6. I find the evidence is clear that the Tenant was employed by the Landlord and that the employment has come to an end. The issue of unpaid wages is not a basis upon which the Board can preserve the tenancy.
7. While unpaid wages are not a basis to preserve the tenancy, I find the circumstances relevant in considering relief from eviction under section 83 of the Act. The parties are currently engaged in negotiations to resolve that dispute. In the circumstances, it is appropriate to delay eviction until April 30, 2026 to allow the Tenant time to secure alternate accommodation and to attempt to resolve the outstanding employment issues.
8. I have considered all of the disclosed circumstances and find that it would not be unfair to postpone the eviction until April 30, 2026 pursuant to subsection 83(1)(b) of the Act.

Daily Compensation

9. The Landlord seeks daily compensation from November 29, 2025 until the Tenant vacates the rental unit. The Landlord submitted that the market rent for the unit is \$1,500.00 per month.
10. When the parties entered into their employment agreement on August 28, 2024, they agreed that part of the Tenant's compensation would include a rent-free apartment valued at \$13,500.00 annually. However, that agreement related to a different rental unit (DOC-6923739).
11. On April 3, 2025, the parties amended their employment agreement and the Tenant moved into a larger unit in a different residential complex. The amended agreement did not specify the market value of this unit (DOC-6923741)
12. When the parties entered into their employment agreement August 28, 2024, the parties agreed that part of the Tenant's compensation would be a rent-free apartment valued at \$13,500.00 annually. However, that agreement was for the rental unit was for an entirely different unit. (DOC-6923739)
13. An employment agreement and a tenancy agreement are distinct. Although they may be related in the context of superintendent's premises, the tenancy attaches to the specific rental unit. In this case, the Tenant entered into a new tenancy when they moved to a different unit. This is consistent with the long-standing approach adopted by the Board that a tenancy attaches to the rental unit.

14. Given that the new unit is larger and located in a different residential complex, it would be inappropriate to rely on the earlier employment agreement to determine the value of daily compensation.
15. In this case the best evidence before me to determine the market rent is from the Landlord's agent who testified that the market rent for this rental unit is \$1500.00. I find the agent to credible and accept his testimony.
16. Despite the unit having been provided to the Tenant for free for his employment, I find the market rent requested by the Landlord to be reasonable.
17. The Tenant was required to pay the Landlord \$5,375.88 in daily compensation for use and occupation of the rental unit for the period from November 29, 2025 to March 17, 2026.
18. Based on the monthly rent, the daily compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. There is no last month's rent deposit.

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 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.
4. The Tenant shall pay to the Landlord \$5,375.88, which represents compensation for the use of the unit from November 29, 2025 to March 17, 2026.
5. The Tenant shall also pay the Landlord compensation of \$49.32 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 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 \$5,561.88.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

March 25, 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 November 1, 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.