



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

File Number: LTB-L-074394-25

In the matter of: 201, 109 WESTWOOD DR
KITCHENER ON N2M2K7

Between: Greenwin Corp. Landlord

And

Jason Bilow Tenant

Greenwin Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Bilow (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 February 24, 2026.

Only the Landlord's legal representative Frannie Simms and the Landlord's agent Zivanka Stulic attended the hearing.

As of 9:40 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. 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 between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before April 11, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Superintendent Unit

3. The Landlord terminated the employment of the Tenant on June 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 Landlord's agent Zivanka Stulic (ZS) testified that she is a property manager for the Landlord and submitted a copy of the Tenant's employment agreement.
5. The employment agreement lists the job title as "Building Representative", however, a schedule "A" to the employment agreement lists the job description and duties which are all akin to those of a superintendent.
6. ZS testified that the Tenant was a superintendent, and the rental unit was provided as a condition of employment as set out in the employment agreement.
7. ZS testified that the Tenant's employment was terminated and submitted a copy of a termination letter dated June 27, 2025.
8. Section 94 of the Act provides:

94 The landlord may apply to the Board for an order terminating the tenancy of a tenant of superintendent's premises and evicting the tenant if the tenant does not vacate the rental unit within one week of the termination of his or her employment.

9. A superintendent's premises is defined in the Act as, "superintendent's premises" means a rental unit used by a person employed as a janitor, manager, security guard or superintendent and located in the residential complex with respect to which the person is so employed;".
10. Based on the uncontested evidence before me, I am satisfied that the Tenant was occupying a superintendent's premises as defined by the Act and the Tenant's employment as a superintendent was terminated on June 27, 2025. The Tenant did not vacate the rental unit within one week after their employment was terminated.

Daily compensation, Rent Deposit, and Costs

11. The Tenant was required to pay the Landlord \$16,971.70 in daily compensation for use and occupation of the rental unit for the period from July 5, 2025, to February 24, 2026, less any rent payments made by the Tenant for this period.
12. Based on the monthly rent, the daily compensation is \$72.22. This amount is calculated as follows: \$2,196.83 x 12, divided by 365 days.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

Relief from Eviction

15. The Landlord's representative requested an order evicting the Tenant and was unaware of any of the Tenant's circumstances. The termination letter submitted by the Landlord alludes to the Tenant's inability to perform the required duties however, I have no evidence in relation to the specifics of any limitations the Tenant may have.

16. ZS testified that because the Tenant's employment ended and they failed to vacate the rental unit, the new superintendent had to be put in a different unit. The Tenant did not attend the hearing and in the absence of evidence or submissions to the contrary, I find that a standard order for eviction within 11 days is appropriate.
17. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 11, 2026.
2. If the unit is not vacated on or before April 11, 2026, then starting April 12, 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 12, 2026.
4. The Tenant shall pay to the Landlord \$16,971.70, which represents compensation for the use of the unit from July 5, 2025, to February 24, 2026. The Landlord shall deduct from this amount any rent payments made by the Tenant for this period.
5. The Tenant shall also pay the Landlord compensation of \$72.22 per day for the use of the unit starting February 25, 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 \$17,157.70.
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 31, 2026
Date Issued

Kyle McGraw
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.