Order under Section 94
Residential Tenancies Act, 2006

File Number: LTB-L-008105-26

In the matter of: 1301, 45 DRIFTWOOD AVE
NORTH YORK ON M3N2M4

Between: Terrace Wood Apartments — Landlord

And

Nathan Madu — Tenant

Terrace Wood Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Nathan Madu (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 April 15, 2026.

The Landlord’s Legal Representative, J. Kay, the Landlord’s Agent, J. Seale, the Tenant’s Legal Representative, B. Davids, and the Tenant, attended the hearing.

Determinations:

Adjournment Request - Denied

1. At the outset of the hearing, the Tenant’s Legal Representative requested an adjournment as she was just recently retained and had been away from April 1 to April 13, 2026. She submitted that she has not had time to review or obtain instructions from her client and that this is an on-going employment dispute. She confirmed that the Tenant has retained separate counsel for his employment dispute. She submitted that there is minimal prejudice to the Landlord as the rent is paid up to date. She also submitted that there are currently other vacant units in the building.
2. The Landlord’s Legal Representative opposed the request for an adjournment. She disputed the Tenant’s claim that rent has been paid and submitted that there are currently no available units in the building. She submitted that the Tenant’s employment as

Superintendent was terminated in January 2026 and that the Tenant has had over two months to retain representation. She also submitted that the Tenant has a primary counsel for his employment dispute who has consulted with the Tenant's Legal Representative. She further submitted that the Landlord would be severely prejudiced by any delay as the residential complex is a fourteen story multi-residential complex with 137 units and over 300 residents the that requires a full time on-site superintendent which they cannot hire because they do not have a unit for them.

3. The Landlord's Legal Representative also submitted that the *Residential Tenancies Act, 2006* (the 'Act') and caselaw directs the LTB to adopt the most expeditious method of determining the issues before it while providing the parties an <u>adequate</u> opportunity to know the issues.

4. The Tenant's request for an adjournment was denied. As per Guideline 1 of the *Landlord and Tenant Board's Interpretation Guideline* (the "Guidelines") parties should assume that the hearing will proceed on the date stated in the Notice of Hearing, and the onus is on the party wishing to be represented to make all reasonable efforts to find a lawyer or paralegal able to represent them at the hearing. Section 10 of the *Statutory Powers and Procedures Act* (the 'SPPA') states that a party may be represented by a representative at a hearing. However the right to representation is not absolute.

5. The Tenant's employment was terminated on January 16, 2026, this application was filed on January 28, 2026 and the Notice of Hearing for today's date was provided to the Tenant on March 10, 2026. Given this, I was satisfied that the Tenant had ample opportunity to retain a representative that would be ready to proceed today.

6. Additionally, I was satisfied that there is significant prejudice to the Landlord to delay this hearing. The Tenant's right to occupy the unit is only as a result of his employment with the Landlord, which has now been terminated. The Tenant continues to occupy the superintendent's premises in this large multi-residential complex that more likely than not requires full-time on-site staff. The Tenant confirmed his has not paid any rent or compensation to the Landlord despite his Legal Representative's submission. As well the evidence and submission before me was insufficient to find that there are other units at this complex available for the Landlord to use as a superintendent's premises.

<u>L2 application</u>

7. 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 of May 3, 2026 and the Tenant shall pay $5,328.68 to the Landlord.

8. The Tenant was in possession of the rental unit on the date the application was filed.

9. There was no dispute that the Landlord and the Tenant entered into an Employment Agreement (DOC-7723372pgs3-27) as a Resident Manager on July 25, 2022. The Landlord's Agent stated that as part of the Tenant's employment he was provided with a superintendent's unit. She also stated that this unit is the designated superintendent's unit and has never been offered for rent to the public. Additionally, in the Employment Agreement, the rental unit is described as the Resident Manager's Premises at section 7.4

of Schedule “A.” As well, there was also no dispute that section 20.0 of the Employment Agreement read as follows:

> “(a) Tenant Status: The Resident Manager does not have tenant status. Where the Employee occupies the Resident Manager’s Premises, then it is agreed that in the event of termination of employment the Employee shall return vacant possession of the Resident Manager's Premises to the Employer in accordance with the provisions of the Residential Tenancies Act which provides that the Employee shall vacate the Resident Manager's Premises within seven (7) days after termination of employment.”

10. There was not dispute that the Landlord terminated the employment of the Tenant on January 16, 2026 in writing. A copy of the Tenant’s termination letter dated January 16, 2026 was provided into evidence (DOC-7723372pg28). The Tenant has not vacated the superintendent's premises and more than one week has passed since their employment was terminated.
11. In the application, the Landlord provided that the market rent for this type of unit is $1,884.55. Based on the monthly rent, the daily compensation is $61.96. This amount is calculated as follows: $1,884.55 x 12, divided by 365 days.
12. The Tenant was required to pay the Landlord $5,142.68 in daily compensation for use and occupation of the rental unit for the period from January 23, 2026 to April 15, 2026.
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. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
16. The Tenant stated that he has worked four years as Superintendent doing a variety of tasks for the Landlord. He asserted that this work could be done from someone on the outside as he only worked 9 to 5, Monday to Friday. The Tenant asserted that he believed one of the owner was very pleased with his work and disputes his termination asserting that the Landlord has not acted in good faith.
17. The Tenant also stated that he resides with his family in the unit including two children ages 3 years and 7 months, as well as his cousin. He further stated that his children stay with his wife’s sister during the day. He stated that he has been unable to find another place as he is unemployed and will not qualify. Under cross-examination, the Tenant confirmed that his wife works, however she is currently on maternity leave and that they do not receive any moneys from the government for their children.
18. The Tenant’s Legal Representative submitted that an eviction would have a significant impact on the Tenant, and his two young children. She submitted that his unemployment

status greatly affects his ability to secure another rental unit. She also submitted that the Landlord could use any available unit as a superintendent's premises and that the Tenant's dispute with his termination of employment must also be considered.

19. The Landlord's Agent stated that she conducted an inspection of the unit on April 8, 2026 to view its condition. She also stated that one of the two bedrooms is empty and the other bedroom has only one bed in it. She further stated that she did not see any items associated with two children living in the unit.

20. The Landlord's Agent stated that they are waiting for vacant possession of the unit to hire a new Resident Manager. She stated that the complex is a large building with 137 units and at present there is only an assistant Superintendent on-site who is responsible for administrative work. She also stated that there are a number of capital projects coming up soon concerning the Elevators and Parking areas. She further stated that the Landlord has had to hire outside cleaners, contractors and staff which are additional costs.

21. The Landlord's Legal Representative submitted that the Tenant does not have a continuing right of occupancy of the unit once his employment was terminated. She submitted that section 93 of the Act clearly sets out that the Tenant shall vacate a superintendent's premises within one week. She further submitted that the Landlord has on-going operational needs at the complex and is incurring additional costs as a result of the Tenant's failure to vacate the unit.

22. The Tenant was aware upon entering his Employment Agreement with the Landlord that if his employment were to be terminated he must vacate the unit within seven days. Section 93 of the Act provides the same timeframe. While I understand that the Tenant disputes his termination of employment, this is not something the LTB can adjudicate. The Tenant was supposed to vacate the unit by January 23, 2026. The Tenant has had almost three months to find alternate accommodations.

23. The Tenant maintained that his two children reside with him in the unit, however the Landlord's Agent's testimony with respect to the condition of the unit on April 8, 2026, last week, was not disputed other than the Tenant stating that there is another bed in the living room area. I find it more likely than not that the Tenant's wife and children are not currently residing in the unit and therefore have found alternate accommodations. Given this, and that the Tenant has already had three months to vacate, I find that it would be unfair to delay the eviction any further than the standard timeframe. Especially given the Landlord's operational needs and their increasing costs, including compensation owed for the occupation of this unit.

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 May 3, 2026.

2. If the unit is not vacated on or before May 3, 2026, then starting May 4, 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 4, 2026.
4. The Tenant shall pay to the Landlord $5,142.68, which represents compensation for the use of the unit from January 23, 2026 to April 15, 2026.
5. The Tenant shall also pay the Landlord compensation of $61.96 per day for the use of the unit starting April 16, 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 $5,328.68.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 4, 2026 at 4.00% annually on the balance outstanding.

April 22, 2026
Date Issued

Lisa Del Vecchio
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 4, 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.