



Order under Section 94 Residential Tenancies Act, 2006

File Number: LTB-L-002607-26

In the matter of: 105, 1200 SOUTHFIELD DR
TECUMSEH ON N8N0J6

Between: Skyline Real Estate Holdings Inc. c/o Skyline Living Landlord

And

Lori Bauwens Tenant

Skyline Real Estate Holdings Inc. c/o Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Lori Bauwens (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 21, 2026.

Only the Landlord's Representative, Shannon Kiekens attended the hearing.

As of 12:00 p.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 shall be terminated pursuant to the terms of this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's Representative, Shannon Kiekens (S.K.), is a licensed representative and employee of the Landlord.

4. S.K. testified that the Tenant was retained by the Landlord in the capacity of a Superintendent. S.K. also testified that the Tenant was given a rental unit to occupy that was conditional upon her being employed in the capacity of a superintendent.
5. S.K. testified that the Tenant performed the duties of superintendent and that she was not a tenant of the rental unit prior to being hired as the building superintendent. The Tenant also signed a document that identified her employment with the Landlord and her understanding that she would have to vacate the unit within one week of her employment ending. A copy of this document was tendered as evidence by the Landlord.
6. S.K. testified that on December 1, 2025, the Tenant submitted a copy of her resignation letter to the Landlord. The letter of resignation was effective December 1, 2025. The letter also confirms that the Tenant will be vacating the rental unit on December 9, 2025. A copy of this document was tendered as evidence by the Landlord.
7. On December 18, 2025, and January 9, 2026, the Landlord forwarded the Tenant correspondence confirming that their employment has ended and that they are required to (a) vacate the rental unit, and (b) provide the Landlord with daily compensation for the period starting December 10, 2025, until such time that the Tenant vacates the unit. The lawful monthly rent, inclusive of parking, is \$2,506.12/month.
8. S.K. testified that despite the Landlord's requests for vacant possession of the unit, the Tenant continues to reside in the unit.
9. Based on the uncontested evidence, I find that the Tenant's employment as superintendent was terminated on December 1, 2025. The Tenant has not vacated the superintendent's premises and more than one week has passed since their employment was terminated. The Landlord sought compensation starting December 10, 2025.
10. The Tenant was required to pay the Landlord \$10,957.87 in daily compensation for use and occupation of the rental unit for the period from December 10, 2025, to April 21, 2026.
11. Based on the monthly rent, the daily compensation is \$82.39. This amount is calculated as follows: $\$2,506.12 \times 12$, divided by 365 days.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.
14. The Landlord was unaware of any circumstances that may require the Board to consider delaying or denying termination of the tenancy and sought the issuance of an order terminating the tenancy and requiring the Tenant to pay compensation for use and occupation of the unit.
15. 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 May 4, 2026.
2. If the unit is not vacated on or before May 4, 2026, then starting May 5, 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 5, 2026.
4. The Tenant shall pay to the Landlord \$10,957.87, which represents compensation for the use of the unit from December 10, 2025, to April 21, 2026.
5. The Tenant shall also pay the Landlord compensation of \$82.39 per day for the use of the unit starting April 22, 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 \$11,143.87.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 5, 2026, at 4.00% annually on the balance outstanding.

April 23, 2026
Date Issued

Ilan Shingait
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 5, 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.