



Order under Section 94 Residential Tenancies Act, 2006

File Number: LTB-L-108934-25

In the matter of: 301, 1395 WILSON AVE
NORTH YORK ON M3M1H9

Between: 2725299 Ontario Limited Landlord

And

Arnel Ong Tenant

2725299 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Arnel Ong (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 14, 2026.

The Landlord's Agent, Phil Amar, the Landlord's Legal Representative, Carrie Aylwin and the Tenant attended the hearing.

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 is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Preliminary Issue: Adjournment Request Denied

3. The Tenant requested an adjournment as he testified that he did not have sufficient time to respond. The Landlord opposed the adjournment.
4. I denied the adjournment request. I was satisfied that the Tenant had adequate notice of this hearing and adequate time to prepare for it. The Notice of Hearing was mailed on March 10, 2026, and the Landlord served their evidence on April 1, 2026. The Tenant had

over a month to reach out to legal representation prior to the hearing date and 14 days to read the Landlord's evidence.

5. As noted in the LTB's Interpretation Guideline 1: Adjourning and Rescheduling Hearings, adjournments will only be granted in exceptional circumstances if the parties have been given adequate notice of the hearing. While the guideline is not binding on me, I see no reason to depart from it here.
6. In my view, an adjournment would unduly prejudice the Landlord given that the arrears are not insignificant, and the employment was terminated on December 16, 2025. As a result, I denied the adjournment request and continued with the hearing.

Superintendent Unit:

7. The relevant provisions of the *Residential Tenancies Act, 2006* (the 'Act') are as follows:

2 (1) In this Act,

"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;

93 (1) If a landlord has entered into a tenancy agreement with respect to a superintendent's premises, unless otherwise agreed, the tenancy terminates on the day on which the employment of the tenant is terminated.

(2) A tenant shall vacate a superintendent's premises within one week after his or her tenancy is terminated.

(3) A landlord shall not charge a tenant rent or compensation or receive rent or compensation from a tenant with respect to the one-week period mentioned in subsection (2).

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.

8. The Landlord terminated the employment of the Tenant on December 16, 2025. The Tenant has not vacated the superintendent's premises and more than one week has passed since their employment was terminated.
9. The Tenant confirmed that he was employed as a superintendent and he did that job in the building in which the rental unit is located. Both parties also acknowledged that the rental unit was part of the employment contract, and the Tenant did not have a pre-existing tenancy for the rental unit. The Tenant did not dispute that their employment was terminated, though they disputed the grounds of termination. The Tenant was aware that this issue was outside the jurisdiction of the Board.

10. The employment contract included a 2-bedroom apartment as part of the compensation. I am satisfied that the Landlord as established on a balance of probabilities that the rental unit was part of compensation, and the Tenant is no longer an employee of the Landlord as of December 16, 2025.
11. The Tenant testified that he does not have a source of income and has no way to pay the ongoing rent. The Tenant testified his daughter and grand-daughter vacated the rental unit on January 31, 2026, but he did not want to leave before the hearing. When asked if he could stay with his daughter, the Tenant testified he did not want to be a burden for her and her husband. The Tenant asked to delay eviction for at least 3 months to allow him to find work and new accommodations.
12. 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. The Tenant has not made any effort to pay rent since his employment was terminated, and he testified he has no ability to pay ongoing rent or the arrears. The Tenant also does have the ability to move in with his daughter, despite not wanting to be a burden. Given that the arrears are not insignificant and the Tenant has not made any payments since December 25, 2025, I find it would be unfair to delay the eviction.

Daily Compensation and Rent Deposit:

13. I agree with the following analysis of Member Akram in *Skyline Living v. Scott*, 2022 CanLII 80900 (ON LTB):

Arguably, a landlord's right to seek an eviction of a superintendent from a superintendent unit suggests that the Act should be interpreted in a manner that would provide a landlord with the means to obtain compensation for the superintendent's use of the unit beyond the date the tenancy is terminated. I note that there is no provision in the statute that expressly prevents the Board from awarding compensation. The Board's general authority to award daily compensation to a landlord if a tenant fails to vacate a rental unit after a tenancy has been terminated is outlined in section 86 of the Act. A logical reading of this section is that it permits the Board to award daily compensation whenever a tenancy is being

14. Based on the monthly rent, the daily compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days, from December 25, 2025.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated.

2. If the unit is not vacated on or before May 30, 2026, then starting May 31, 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 31, 2026.
4. The Tenant shall pay to the Landlord \$8,757.90 in daily compensation from December 25, 2025 to April 14, 2026.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$8,943.90.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 31, 2026 at 4.00% annually on the balance outstanding.

May 19, 2026
Date Issued

Allana McComb
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 30, 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.

