



Order under Section 94 Residential Tenancies Act, 2006

File Number: LTB-L-021409-26

In the matter of: 204, 159 LOUIS STREET, BLDG. 136
SUDBURY ON P3B2H4

Between: Greater Sudbury Housing Corporation Landlord

And

Keith Guillot Tenant

Greater Sudbury Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Keith Guillot (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 May 13, 2026.

Only the Landlord's Agent, Suzette Pellerin, attended the hearing.

As of 9:44 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. Therefore, the Tenant must move out of the rental unit on or before May 26, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The application is about the fact that the Tenant's employment as the superintendent has ended, and that the Tenant remains in the rental unit.
4. The Landlord's Agent indicated that the Tenant was employed by the Landlord as a superintendent and that his employment terminated on September 25, 2025. The Tenant

grieved the termination and on November 19, 2025, the parties came to a settlement which stipulated that the Tenant may reside in the residential unit up to February 28, 2026 under the same terms of the initial collective bargaining agreement. The settlement agreement indicated that the Tenant must vacate on or before February 28, 2026.

5. The Landlord sent the Tenant a letter on February 27, 2026, reminding the Tenant he had to vacate by February 28, 2026. By March 9, 2026, the Tenant had not vacated and the Landlord filed the L2 application with the Board.
6. The Landlord's Agent indicated that a week prior to the LTB hearing she had attended the rental unit and noticed some boxes were packed. The Tenant indicated he was in the process of vacating the rental unit. The Landlord's Agent also indicated that the Tenant called the day prior to the LTB hearing to indicate that he is packing up the rest of his things the weekend of May 15, 2026, and that he would be returning the keys of his rental unit on May 19, 2026.
7. Section 93(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

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.

[emphasis added]

8. Section 93(2) of the Act states that the tenant shall vacate superintendent's premises within one week after the tenancy terminates.
9. Based on the uncontested evidence before me, I find that the rental unit is the superintendent premise and that the Tenant's employment as a superintendent terminated on September 25, 2025, which meant that in accordance with section 93(2) of the Act, the Tenant had one week to vacate. However, on November 19, 2025, the parties reached an agreement that the tenancy would end on February 28, 2026 and that the Tenant had to vacate by that date however the Tenant failed to do so.

Daily Compensation

10. The Landlord withdrew their claim for compensation for each day the Tenant remained in the unit after the termination date.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

12. 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. The Landlord believes the Tenant is in the process of vacating and believes the Tenant will be providing the Landlord with vacant possession on May 19, 2026.

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 26, 2026.
2. If the unit is not vacated on or before May 26, 2026, then starting May 27, 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 27, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before May 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 27, 2026 at 4.00% annually on the balance outstanding.

May 15, 2026
Date Issued

Paula West Oreskovich
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 27, 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.