



**Order under Section 94 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-087229-25

In the matter of: 619, 1396 OGILVIE RD
OTTAWA ON K1J8V8

Between: BONCON BUILDING AND MANAGEMENT Landlord

And

MICHAEL BOURDON Tenant

BONCON BUILDING AND MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict MICHAEL BOURDON (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 March 12, 2026.

Only the Landlord's Legal Representative, Joy Walters, and the Landlord's Agent, Amanda Khan, attended the hearing.

As of 9:56 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, tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's Agent testified that they have provided proper notice of entry and have entered the unit on multiple occasions, and the unit seems to be vacant. The Landlord's Agent further testified that on November 12, 2025, the Tenant sent them an email advising that they would be vacating the following weekend or on November 17, 2025, at the latest.

The Landlord's Agent testified that no one has seen or heard from the Tenant since November 17, 2025. When the unit was inspected, it appeared to be untouched, and the Tenant's dog was no longer in the rental unit either. Therefore, I am satisfied that the Tenant vacated the rental unit as of November 17, 2025, as per his email to the Landlord.

4. The Landlord terminated the employment of the Tenant on September 22, 2025. The Tenant has not vacated the superintendent's premises and more than one week has passed since their employment was terminated.
5. The Tenant was required to pay the Landlord \$3,000.00 in daily compensation for use and occupation of the rental unit for the period from September 29, 2025 to November 17, 2025.
6. Based on the monthly rent, the daily compensation is \$60.00. This amount is calculated as follows: \$1,825.00 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 17, 2025.
2. The Tenant shall pay to the Landlord \$3,000.00, which represents compensation for the use of the unit from September 29, 2025 to November 17, 2025.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$3,186.00.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 10, 2026 at 4.00% annually on the balance outstanding.

May 22, 2026
Date Issued

Samantha Greaves
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.