



Order under Section 94 Residential Tenancies Act, 2006

Citation: SiteLine (760-800 Laurier) Inc. v Makanda, 2026 ONLTB 42828

Date: 2026-06-04

File Number: LTB-L-003457-26

In the matter of: 101, 800 LAURIER BLVD
BROCKVILLE ON K6V5Z4

Between: SiteLine (760-800 Laurier) Inc. Landlord

And

Rigobert Makanda Tenant

SiteLine (760-800 Laurier) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Rigobert Makanda (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.

The Landlord, represented by Krizia Hernandez and Elly Khalili, the Tenant, and the Tenant's representative John Wernham, attended the hearing.

Determinations:

1. The Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application.
2. The Tenant was employed as an onsite cleaner and, as part of his employment, was provided with accommodation in a rental unit specifically used for by a landlord's employee.
3. He was employed as an onsite cleaner. The employment contract indicated that in addition to being a cleaner, the "Employee will do other tasks or mandates, which can be entrusted to you so that we can benefit of your experience and qualifications." The evidence established that the Tenant was responsible for cleaning the residential complex, vacant suites, opening and closing suites, pest control, and emergency on call rotations. The

Tenant testified that in addition to cleaning, he showed people units/suites, responded to and completed maintenance requests, addressed various tenant concerns and did other tasks, functions and duties as assigned by his immediate superior.

4. Section 93 of the Residential Tenancies Act, 2006 (the "Act") provides:

(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).

5. Pursuant to Section 93(1) of the Act, based on the Landlord's evidence, I find the tenancy terminated on December 12, 2025, pursuant to the Act, after the employment of the Tenant terminated on December 12, 2025.

6. The Landlord delivered a letter to the Tenant which provided the Tenant "with 7-14 days to vacate the unit." The Tenant, as of the date of the hearing was in possession of the rental unit.

7. The employment agreement between the Landlord and the Tenant indicated that: "The Employee agrees to vacate the living accommodation provided within one week from the termination of employment." Thus, the Tenant was required under the terms of the employment agreement to vacate by December 19, 2025. However, the Landlord provided an additional week for the Tenant to vacate. The Tenant was therefore required to vacate by December 26, 2025.

8. Section 94 of the Act provides that a "landlord may apply to the Board for an order terminating the tenancy of a tenant of a 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." The termination of the tenancy and an order evicting the former employee are two separate forms of relief.

9. The Landlord terminated the employment of the Tenant on December 12, 2025. The Tenant has not vacated the superintendent's premises and more than one week has passed since their employment was terminated.

10. Compensation shall start from December 27, 2025. Based on the monthly rent, the daily compensation is \$55.86. This amount is calculated as follows: \$1,699.00 x 12, divided by 365 days.

11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

12. There is no last month's rent deposit.

13. The Tenant indicated finding other employment as a driving instructor. His employment with the Landlord has been terminated and he no longer is providing services to the Landlord.
14. 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 June 15, 2026.
2. If the unit is not vacated on or before June 15, 2026, then starting June 16, 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 June 16, 2026.
4. The Tenant shall also pay the Landlord compensation of \$55.86 per day for the use of the unit starting December 27, 2025, until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026, at 4.00% annually on the balance outstanding.

June 4, 2026
Date Issued

Jeanie Theoharis
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 December 16, 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.