



Order under Section 94 Residential Tenancies Act, 2006

Citation: The Effort Trust Company v Law, 2026 ONLTB 43352

Date: 2026-06-08

File Number: LTB-L-003911-26

In the matter of: 105, 400 EAST 42ND ST
HAMILTON ON L8T3B1

Between: The Effort Trust Company Landlord

And

Michael Law Tenant

The Effort Trust Company (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Law (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 22, 2026.

The Landlord's agent Kimberly Holleran 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 between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before June 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Superintendent Unit

3. Kimberly Holleran testified that the Tenant was employed by contract commencing June 1, 2025, and submitted a copy of a superintendent's contract for employment. The Tenant was employed until November 2025, and a termination letter dated November 21, 2025, was submitted at the hearing.

4. The Tenant testified that he has an e-mail from the property manager stating his contract was void and that there was only one contract that did not include a requirement to vacate within 7 days of his employment being terminated.
5. The Tenant also gave testimony that he believes he was “unjustly” terminated just prior to the Christmas holidays.
6. The Tenant did not submit evidence of any other contracts for employment other than the employment contract submitted by the Landlord, and there was no testimony from the property manager to corroborate the Tenant’s testimony.
7. I am satisfied that the Landlord has proven, on a balance of probabilities, that the Tenant’s employment as a super intendent was terminated on November 21, 2025. The Tenant has not vacated the superintendent’s premises and more than one week has passed since their employment was terminated. The Tenant’s evidence does not persuade me to a different determination.

Daily Compensation

8. Section 93 (3) of the Act precludes a Landlord from charging or receiving rent for the one-week period following termination of the superintendent’s employment.
9. The Landlord’s agent made submissions that the Landlord is seeking daily compensation from November 8, 2026, at a rate of \$2,100.00 per month. The quantum of monthly rent sought by the Landlord is based on the property manager’s assessment of the market rent.
10. The Landlord’s agent made submissions that any dispute by the Tenant in relation to the quantum of market rent would be inaccurate because the Tenant has not been privy to the Landlord’s current rents since his employment ended.
11. The Tenant submitted that the current market rent for his unit is \$1,800.00 per month. The Tenant’s employment contract shows that the “apartment allowance” is \$1,155.00.
12. The only documentary evidence referencing a quantum of rent pertaining to the rental unit is the employment agreement that sets an apartment allowance of \$1,155.00 and the parties do not agree as to the current market rent.
13. While the documentary evidence in relation to the apartment allowance being the quantum of rent agreed by the parties is persuasive, neither party believed this to be an accurate representation of the current market rent for the rental unit.
14. The Tenant did not testify as to how they arrived at a market rent of \$1,800.00, whereas the Landlord’s agent testified that the market rent was determined by their property manager. In the absence of documentary evidence to the contrary from either party, I prefer the evidence of the Landlord’s agent in relation to the current market rent for the Tenant’s rental unit.
15. The Tenant was required to pay the Landlord \$11,460.64 in daily compensation for use and occupation of the rental unit for the period from November 8, 2025, to April 22, 2026.

16. Based on the monthly rent, the daily compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.

Relief from Eviction

19. The Landlord's agent requested a standard order for eviction within 11 days. The Landlord's agent made submissions that the Tenant has not paid any compensation for use of the unit and arrears of rent are accumulating.
20. The Tenant testified that he would like to continue his tenancy but would require at least one month to find a new residence. The Tenant has sent out numerous applications for employment and other rental units. The Tenant's evidence is that he has three children and is still seeking employment.
21. Based on the evidence before me a brief delay of eviction to June 30, 2026, is reasonable however, the arrears have continued to accrue and to delay further would be unduly prejudicial to the Landlord.
22. 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 not be unfair to postpone the eviction until June 30, 2026, pursuant to subsection 83(1)(b) 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 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.
4. The Tenant shall pay to the Landlord \$11,460.64, which represents compensation for the use of the unit from November 8, 2025, to April 22, 2026.
5. The Tenant shall also pay the Landlord compensation of \$69.04 per day for the use of the unit starting April 23, 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 \$11,646.64.

8. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

June 8, 2026
Date Issued

Kyle McGraw
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 January 1, 2027, 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.