



Order under Section 94 Residential Tenancies Act, 2006

Citation: Whitby Mary Street Estates LP v Williams, 2026 ONLTB 47165

Date: 2026-06-18

File Number: LTB-L-022968-26

In the matter of: 2, 200 GARDEN ST
WHITBY ON L1N3W4

Between: Whitby Mary Street Estates LP Landlord

And

Dwayne Williams Tenant

Whitby Mary Street Estates LP (the 'Landlord') applied for an order to terminate the tenancy and evict Dwayne Williams (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 June 11, 2026.

The Landlord's Legal Representative, Elizabeth Chea, the Landlord's Agent, Kan Vivek, 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 Tenant must vacate the rental unit on or before June 30, 2026 and pay the Landlord for compensation starting on March 1, 2026, up to the date the Tenant vacates the rental unit.
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, the Tenant failed to vacate the rental unit, and the Tenant has not paid any compensation for use of the rental unit to the Landlord.

3. The Landlord's Agent indicated that the Tenant was employed by the Landlord as a superintendent which begun on January 20, 2025. The Tenant's employment terminated on February 10, 2026, and the Tenant was required to vacate the rental unit on or before February 28, 2026. A copy of the employment letter and the termination letter was provided to the Board as evidence. The Tenant did not dispute these facts.

4. 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]

5. Section 93(2) of the Act states that the tenant shall vacate superintendent's premises within one week after the tenancy terminates. Section 93(3) of the Act states that the Landlord shall not charge to or receive from a tenant rent or compensation with respect to the one-week period as per section 93(2) of the Act.

6. Based on the evidence before me, I find that the rental unit is the superintendent's premise and that the Tenant's employment as a superintendent terminated on February 10, 2026, which meant that in accordance with section 93(2) of the Act, the Tenant had one week to vacate. However, the Landlord extended the date of termination to February 28, 2026 and the Tenant failed to vacate by that date.

Daily Compensation

7. The Tenant was required to pay the Landlord \$9,651.10 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026 to June 11, 2026. In the employment contract, market rent was established at \$2,850.00. The Tenant acknowledges no compensation for the use and occupation of the rental unit has been paid to the Landlord.

8. Based on the monthly rent, the daily compensation is \$93.70. This amount is calculated as follows: \$2,850.00 x 12, divided by 365 days.

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

Relief from Eviction

10. The Landlord is requesting an 11-day eviction order. The Tenant acknowledges he needs to vacate the rental unit but asks for a delayed eviction to August 1, 2026. The Tenant has had some health issues and although I am sympathetic to the Tenant's circumstances, the Landlord has not received any compensation for the use and occupation of the rental unit from the Tenant in the past for fourth months. The Tenant does not intend to pay the Landlord any compensation as the Tenant indicated he needed to save money for a first and a last month's rent for a new place. Therefore, delaying the eviction knowing the Tenant will continue to not pay will continue to prejudice the Landlord. The Tenant's

employment ended four months ago and the Tenant has had ample time to find another place.

11. 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 \$9,651.10, which represents compensation for the use of the unit from March 1, 2026 to June 11, 2026.
5. The Tenant shall also pay the Landlord compensation of \$93.70 per day for the use of the unit starting June 12, 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 \$9,837.10.
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 18, 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 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.