



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

**Citation:** Skyline Living v Cassidy, 2023 ONLTB 79264

**Date:** 2023-12-04

**File Number:** LTB-L-022701-22

**In the matter of:** 314, 555 PARK RD N BRANTFORD  
ON N3R0B4

**Between:** Skyline Living Landlord

**And**

Stephen Cassidy Tenant

Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Stephen Cassidy (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 13, 2023.

Only the Landlord's agent De Vinson attended the hearing.

As of 9:42 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 uncontested with only the Landlord's evidence.

The application is an L2 application for an overholding staff member. The Application has the section marked off for reason 3: *Tenant occupies a superintendent's unit and their employment as superintendent ended* – no Notice of Termination was provided, and no Certificate of Service was uploaded into the portal as this is not required for this type of application.

It should be noted at approximately 1:15 p.m. after the uncontested hearing was heard. Without hearing the merits of the application and without the Landlord's agent present, the matter could not be heard *De Novo* (again). The Tenant informed the Board the only document they ever received was the Landlord's evidence package, 7 days before the hearing. At this time, the

Tenant was informed, the hearing proceeded uncontested. The Tenant asked how they could appeal and was informed to seek legal advice or advice from the board on potential next steps a Tenant could take through the legal “request for review” process on why they were reasonably unable to participate in the hearing at 9:42 a.m.

**File Number:** LTB-L-022701-22

**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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord terminated the employment of the Tenant on March 22, 2022 and provided 14 days notice in lieu of 7 days notice. The Tenant has not vacated the superintendent's premises and more than one week has passed since their employment was terminated.
4. Based on the Landlord's uncontested evidence, the Landlord's agent informed the board the employment was terminated, and the tenancy was directly connected to the Tenant's employment contract.
5. Section 93(2) of the Act makes it clear that superintendents must vacate the unit within one week after employment ends. When a tenant does not vacate a superintendent unit pursuant to the Act, a landlord is entitled to file an application under section 94 of the Act to seek to terminate the tenancy.
6. While section 93(3) of the Act states that the landlord cannot charge a tenant any rent for the first seven days after the termination of their employment, there is no mention in this section of whether the landlord is entitled to compensation from the tenant if the tenant remains in the rental unit after the seven day period has expired. In this application, the Landlord extended the employment a further 7 days and was seeking daily compensation effective April 6, 2023.
7. Arguably, a landlord's right to seek an eviction of a superintendent from a superintendent unit suggests that the Act should be interpreted in a manner that would provide a landlord with the means to obtain compensation for the superintendent's use of the unit beyond the date the tenancy is terminated. I note that there is no provision in the statute that expressly prevents the Board from awarding compensation. The Board's general authority to award daily compensation to a landlord if a tenant fails to vacate a rental unit after a tenancy has been terminated is outlined in section 86 of the Act. A logical reading of this section is that it permits the Board to award daily compensation whenever a tenancy is being terminated.
8. Consequently, the Tenant owes the Landlord daily compensation for the use of the unit from March 4, 2020 to May 6, 2020 and is required to pay the Landlord (\$16,534.36) in

daily compensation for use and occupation of the rental unit for the period from April 6, 2023 to December 15, 2023.

9. Based on the Monthly rent, the daily compensation is \$65.10. This amount is calculated as follows: \$1,980.00 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

**File Number:** LTB-L-022701-22

2023 ONL TB 79264 (CanLII)

**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 December 15, 2023.
2. If the unit is not vacated on or before December 15, 2023, then starting December 16, 2023, 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 December 16, 2023.
4. The Tenant shall pay to the Landlord \$(16,534.36), which represents compensation for the use of the unit from April 6, 2023 to December 15, 2023.
5. The Tenant shall also pay the Landlord compensation of \$65.10 per day for the use of the unit starting December 16, 2023 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 owes the Landlord is \$16,599.46.
8. If the Tenant does not pay the Landlord the full amount owing on or before December 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 16, 2023 at 7.00% annually on the balance outstanding.

**December 4, 2023**

**Date Issued**

---

André-Paul Baillargeon-Smith

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 June 16, 2024 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.