



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

**Citation:** Enterprise REIT Operating LP v Amanda Gouthro, 2023 ONLTB 37706

**Date:** 2023-05-17

**File Number:** LTB-L-036705-22

**In the matter of:** 1202, 80 MORNELLE COURT  
SCARBOROUGH ONTARIO M1E 4P8

**Between:** Enterprise REIT Operating LP Landlord

**And**

Amanda Gouthro Tenant  
Sterling Walsh

Enterprise REIT Operating LP (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Gouthro and Sterling Walsh (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 May 4, 2023.

Only the Landlord's agent Joanne Mackenzie and the Landlord's representative M. Ciobotaru attended the hearing when the matter was called at 9:15am.

**Determinations:**

1. After the hearing of this matter had concluded, the Tenants appeared in the hearing room, followed by the Landlord's representative. After some discussion, the parties began addressing the Board, followed by the Tenants disconnecting and/or leaving the hearing room mid-way. The Tenants did not return at any point throughout the day.
2. The Landlord's agent advised that after Tenants left the hearing room, many unsuccessful attempts were made by the Landlord to connect with the Tenants. The Landlord's agent stated the Tenants are "choosing not to come back on" [emphasis added]. In this regard, the Landlord's agent advised that the Landlord's agents have knocked on the Tenants' door, including calling and texting the Tenants multiple times, but the Tenants will not communicate with the Landlord. Based upon the submissions made, it appeared the Tenants' non-attendance was the result of their own volition. In accordance with the Landlord's request, I have thus decided this matter based upon the uncontested evidence presented.
3. 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 move out of the rental unit on May 28, 2023. The Tenants were in possession of the rental unit on the date the application was filed.

4. The Tenants were hired by the Landlord for the role of Assistant Residence Manager in July 2021. The Landlord's agent, JM, testified the Tenants provided standard superintendent duties, including light cleaning and general day-to-day office and maintenance responsibilities. The Landlord tendered as evidence an accepted offer of employment (the "Agreement") signed by both Tenants and the Landlord's agent. In addition to their regular monthly compensation, the Agreement stipulated the Tenants will also have use of the superintendent apartment, the "*market rent of which is \$1,950.00 per month*".
5. The Landlord terminated the employment of the Tenants on June 17, 2022. The Tenants have not vacated the superintendent's premises and more than one week has passed since their employment was terminated.
6. The Tenants were required to pay the Landlord \$20,130.54 in daily compensation for use and occupation of the rental unit for the period from June 25, 2022 to May 4, 2023.
7. Based on the Monthly rent, the daily compensation is \$64.11. This amount is calculated as follows: \$1,950.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. There is no last month's rent deposit.

### Section 83

9. Section 83 requires that I consider all the circumstances, including the Tenants' and the Landlord's situations to determine if it would be appropriate to grant section 83 relief from eviction. The Landlord seeks a termination date as soon as possible, noting the severe financial strain caused by the Tenants non-payment of any rent since their employment was terminated in June 2022, and the fact the Tenants are residing in the designated superintendent premises. The Tenants did not attend, and thus, did not provide any evidence that may be relevant to my determination under s. 83. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Act* and I 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 May 28, 2023.
2. The Tenants shall pay to the Landlord \$20,130.54, which represents compensation for the use of the unit from June 25, 2022 to May 4, 2023.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant owes the Landlord is \$20,316.54.

5. The Tenants shall also pay to the Landlord \$64.11 per day for compensation for the use of the unit from May 5, 2023 to the date they move out of the unit.
6. If the unit is not vacated on or before May 28, 2023, then starting May 29, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 May 29, 2023.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 28, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 29, 2023 at 6.00% annually on the balance outstanding.

**May 17, 2023**  
**Date Issued**

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Peter Nicholson  
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 November 29, 2023 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.

