



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

Citation: 235 REBECCA STREET LIMITED v Christopher Hill, 2023 ONLTB 37839

Date: 2023-05-15

File Number: LTB-L-027673-22

In the matter of: 803, 235 REBECCA ST
HAMILTON ON L8R3H4

Between: 235 REBECCA STREET LIMITED Landlord

And

Christopher Hill Tenant

235 REBECCA STREET LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Hill (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 1, 2023.

Only the Landlord's Agent, Alysia Hyde, and the Landlord's Legal Representative, Marija Jelic, attended the hearing.

As of 10:0 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 with only the Landlord's evidence.

Determinations:

1. The Landlord's L2 application sought termination of the tenancy based on the Tenants dismissal as building superintendents. For the reasons that follow, termination is granted.
2. The Tenants was still in possession of the rental unit as of the date the application was filed.
3. The Landlord's Legal Representative referred to the following documents entered as evidence and disclosed to the Tenant:
 - a) Employment letter dated February 4, 2022 that established employment as superintendent started February 15, 2022.

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- b) The signed 'Form of Acknowledgement' that unit 803 is s designated superintendent's unit.
 - c) The letter of termination dated and effective May 12, 2022.
 - d) The Landlord's ledger that establishes no rent was paid from May 20, 2022; the Tenant was not responsible for rent for the one-week period May 12, 2022 to May 19, 2022.
 - e) The utilities that the Tenant owed and were put in the Landlord's name, as set out in the ledger, in the amount of \$488.95.
4. The Landlord's Legal Representative requested to amend the application to include the utilities that the Tenant was supposed to pay but did not; they total \$488.95 and are set out in the ledger Tenant was in the disclosure sent to the Tenant; they were not included on the application because the Landlord had not received the bills at that time. The Representative's request to amend the L2 application was granted because although the Tenant is not present the disclosure package makes it clear that these costs are being sought. Therefore I find the Tenant is responsible for these costs.
 5. Based on the uncontested evidence before me, I find that the Landlord terminated the employment of the Tenant on May 12, 2022. The Tenant has not vacated the superintendent's premises and more than one week has passed since their employment was terminated. The Tenant owes per-diem compensation from May 20, 2022 until the Tenant vacates the unit and utility charges in the amount of \$488.95.
 6. Based on the Monthly rent, the daily compensation is \$42.74. This amount is calculated as follows: \$1,300.00 x 12, divided by 365 days.
 7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
 8. There is no last month's rent deposit.
 9. 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. The Tenant has not paid any daily compensation for use of the unit since his employment was terminated and did not attend the hearing to offer any other considerations.

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 26, 2023.
2. If the unit is not vacated on or before May 26, 2023, then starting May 27, 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 May 27, 2023.
4. The Tenant shall pay to the Landlord \$15,429.24 which represents the amount of compensation owing for May 20, 2022 through May 15, 2023, the date of this order.

5. The Tenant shall also pay to the Landlord utility charges in the amount of \$488.95.
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 to the date of this order is \$16,104.09.
8. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
9. The Tenant shall also pay the Landlord daily compensation from the date of this order until vacant possession is given to the Landlord.
10. If the Tenant does not pay the Landlord the full amount owing on or before May 26, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 27, 2023 at 6.00% annually on the balance outstanding.

May 15, 2023
Date Issued

Diane Wade
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 27, 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.