



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

Citation: Minto Multi-Residential Income Partners 1, GP v Leaman, 2023 ONLTB 34567

Date: 2023-05-04

File Number: LTB-L-022738-22

In the matter of: 108, 420 GILMOUR ST
OTTAWA ON K2P0R9

Between: Minto Multi-Residential Income Partners 1 Landlord
GP

And

Cory Leaman Tenant

Minto Multi-Residential Income Partners 1 and GP (the 'Landlord') applied for an order to terminate the tenancy and evict Cory Leaman (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 March 9, 2023. The Landlord's agent, C. Lee, and the Landlord's legal representative, A. Skelly, attended the hearing.

As of 9:49 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 reschedule the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 application is granted and an eviction order shall issue.

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 30, 2022. The Tenant has not vacated the superintendent's premises and more than one week has passed since their employment was terminated.

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4. I am satisfied that the nature of the Tenant's employment is that of a superintendent, the employment was in the residential complex where the rental unit is located, the tenancy agreement does not pre-date the employment, and there was no agreement that the tenancy would continue should the employment terminate.
5. Pursuant to s. 93(3) a landlord is not entitled to compensation for a superintendent's rental unit for the period that ends one week after the tenancy terminated because the employment terminated. This means the Tenant here is required to pay the Landlord \$21,936.20 in daily compensation for use and occupation of the rental unit for the period from April 6, 2022 to March 9, 2023.
6. Based on the monthly rent, the daily compensation is \$64.90. This amount is calculated as follows: \$1,974.00 x 12, divided by 365 days.
7. The Tenant has not made any payments towards rent since the termination of the employment.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. 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 Landlord knows of no circumstances of the Tenant that would justify refusing or delaying eviction or putting in place a conditional order.
11. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant terminated effective March 30, 2022. The Tenant must move out of the rental unit on or before May 15, 2023.
2. If the unit is not vacated on or before May 15, 2023, then starting May 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 May 16, 2023.
4. The Tenant shall pay to the Landlords \$21,936.20, which represents compensation for the use of the unit from April 6, 2022 to March 9, 2023, less any payments made by the Tenant.

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5. The Tenant shall also pay the Landlords compensation of \$64.90 per day for the use of the unit starting March 10, 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. If the Tenant does not pay the Landlord the full amount owing on or before May 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2023 at 6.00% annually on the balance outstanding.

May 4, 2023

Date Issued

_____ Curtis Begg

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 16, 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.

