



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

Citation: Skyline Living v Bartlett, 2023 ONLTB 30973

Date: 2023-04-11

File Number: LTB-L-021613-22

In the matter of: 401, 528 TENTH ST
COLLINGWOOD ON L9Y4C1

Between: Skyline Living Landlord

And

Alisa Bartlett Tenant

Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Alisa Bartlett (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 7, 2023.

Only the Landlord's agent, S. Alexander, attended the hearing.

As of 10:13 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 already has an order to evict the Tenant on the basis that the Tenant has committed an illegal act. The order LTB-L-066412-22, issued on March 6, 2023, permitted the Landlord to enforce the eviction as of March 18, 2023.
2. However, 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 this application as well.
3. The Landlord terminated the Tenant's employment as superintendent in the residential complex as of April 1, 2022. The Tenant was supposed to vacate the rental unit on or before April 8, 2022. The Landlord's agent, S. Alexander (SA) submitted into evidence the

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letter terminating the Tenant's employment as superintendent as of April 1, 2022. The Tenant failed to vacate. The Tenant still had possession of the rental unit as of the date of the hearing.

4. Consequently, on the Landlord's uncontested evidence, I find that the Tenant's employment as superintendent ended on April 1, 2022, and she was supposed to vacate the rental unit by April 8, 2022, and she has failed to do so. The Landlord is entitled to evict the Tenant on the basis of this application, if she has not already been evicted pursuant to the previous order of March 6, 2023, because she is now currently occupying a superintendent's premises when she is no longer employed as a superintendent.
5. The monthly rent for the rental unit is \$2,065.00.
6. The Landlord's agent, S. Alexander (SA) said that the Tenant has paid no rent at all since the date she was supposed to vacate, April 8, 2022.
7. Consequently, I find that the Landlord is entitled to compensation for the rental unit commencing as of April 9, 2022.
8. The Landlord seeks compensation for 22 days in April 2022, and for the months May 2022 through March 2023, and up until the termination date in this order, April 22, 2023.
9. The amount owed to the Landlord for the period up to April 23, 2023, is \$25,702.16.
10. Based on the Monthly rent, the daily compensation is \$67.89. This amount is calculated as follows: \$2,065.00 x 12, divided by 365 days.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

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 April 22, 2023.
2. If the unit is not vacated on or before April 22, 2023, then starting April 23, 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 April 23, 2023.
4. The Tenant shall pay the Landlord \$25,702.16.
5. If the Tenant fails to vacate the rental unit on or before April 22, 2023, she shall also pay the Landlord \$67.89 per day compensation until the date she moves out of the rental 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 \$25,888.16.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 22, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 23, 2023 at 6.00% annually on the balance outstanding.

April 11, 2023

Date Issued

Nancy Morris

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 October 23, 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.