



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

**Citation:** Lowndes Holdings Inc. v Woods, 2023 ONLTB 18092

**Date:** 2023-02-06

**File Number:** LTB-L-014192-22

**In the matter of:** 12, 19 LOWNDES AVE  
KESWICK ON L4P3K6

**Between:** Lowndes Holdings Inc. Landlord

**And**

Cassandra Woods and Kenneth Williams Tenants

Lowndes Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Cassandra Woods and Kenneth Williams (the 'Tenants') because the rental unit is the superintendent's premises and the Tenants' employment as superintendents has ended.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 24, 2023.

Only the Landlord's Representative Mark Ciobotaru attended the hearing.

As of 9:57a.m., the Tenants were 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation in the application.
2. Samira Bisheii ('S.B') is the Property Manager of 19 Lowndes Ave. S.B testified that Cassandra Woods ('C.W') and Kenneth Williams ('K.W') were superintendents who lived in a superintendent unit. S.B testified that C.W and K.W had their employment terminated on March 1, 2022 and were given seven days to vacate the superintendent's unit in accordance with section 93(2) of the *Residential Tenancies Act*.

3. According to the Testimony of the Property Manager S.B, C.W and K.W did not vacate the superintendent's premises after the seven-day grace period. They vacated on December 15, 2022.
4. I accept on a balance of probabilities the uncontested testimony of S.B. Additionally the employment contacts and termination letters of C.W and K.W were entered into evidence.

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5. C.W and K.W were in possession of the rental unit on the date the application was filed.
6. According to the Property Manager S.B the market rent of the superintendent's unit would be \$1,600.00. S.B testified that this is something C.W and K.W would be aware of as they were responsible for knowing the rents of all the units in the rental property.
7. Based on the Monthly rent, the daily compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
8. C.W and K.W was required to pay the Landlord \$14,780.06 in daily compensation for use and occupation of the rental unit for the period from March 9, 2022 to December 15, 2022.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated as of December 15, 2022.
2. The Tenants shall pay to the Landlord \$14,780.06, which represents compensation for the use of the unit from March 9, 2022 to December 15, 2022.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenants owe the Landlord is \$14,966.06.
5. If the Tenants do not pay the Landlord the full amount owing on or before February 17, 2023, the Tenants will start to owe interest. This will be simple interest calculated from February 18, 2023 at 5.00% annually on the balance outstanding.

**February 6, 2023**  
**Date Issued**

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Amanda Kovats  
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.